

COMMUNITY HEALTHCORE  
PURCHASING DEPARTMENT  
107 Woodbine Pl, Longview, TX 75601  
903.234.7001  
[Tom.Suess@communityhealthcore.com](mailto:Tom.Suess@communityhealthcore.com)

Tom Suess  
Facilities Manger

COMMUNITY HEALTHCORE  
LONGVIEW, TEXAS  
REQUEST FOR PROPOSAL  
INSTRUCTIONS/TERMS OF CONTRACT

REQUEST FOR PROPOSAL: RFP 1005-23 – HVAC Service Rates

<https://communityhealthcore.com/about-us/contractors/request-for-proposals/>

Questions regarding this REQUEST FOR PROPOSAL should be directed to Tom Suess at (903) 234-7001 or [Tom.Suess@communityhealthcore.com](mailto:Tom.Suess@communityhealthcore.com)

Please submit one proposal by email to a secure email site at:

[RFP1005-23@communityhealthcore.com](mailto:RFP1005-23@communityhealthcore.com)

Please label the email subject: Proposal for HVAC Service Rates

The enclosed REQUEST FOR PROPOSAL and ATTACHED DOCUMENTS are for your convenience in preparing proposal for the enclosed referenced products and/or services for Community Healthcore.

Proposals shall be received no later than:

11:00 a.m. February 28, 2023

For any response include RFP number and RFP Name on Submission.

Responder shall sign and date the proposal on each page. Proposals which are not signed, dated, or delivered by the time specified above will be rejected.

Sabine Valley Regional MHMR Center dba Community Healthcore is the Health and Human Services Commission's (HHSC) designated Local Mental Health Authority and Local Intellectual & Developmental Disabilities Authority for the residents of Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, and Upshur Counties, Texas.

Community Healthcore appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown above. Proposals received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable.

#### PUBLIC OPENING

Opening is scheduled to be held 2:00 p.m. on Tuesday, February 28, 2023 in the Ben Bane Room, 107 Woodbine, Longview, TX. You are invited to attend.

Community Healthcore is seeking proposals for HVAC services at all locations listed on this request for proposal attachment A, along with a full description of the Scope of Work.

Attachments: Documents listed below are a part of this Request for Proposal and required to be included in any response:

- 1) Attachment A – Locations to be considered, Detailed Scope of Work, Instructions for Response, and Scoring of RFP (Complete the chart)
- 2) Attachment A-1- Respondent Questions (Complete the Questions)
- 3) Attachment B – Conflict of Interest Questionnaire for vendor doing business with local governmental entity (Complete and sign the form)
- 4) Attachment C – Standard Community Healthcore Contract Sample (Do Not Complete)
- 5) Attachment D- Respondents Information Sheet (Complete and sign the Form)

Community Healthcore is seeking a Vendor for FY2023 (ending August 31, 2023) with the option for two, one year extensions based upon satisfactory performance.

Please contact the Tom Suess (contact information provided above) if you want to schedule a walkthrough of any of the Community Healthcore properties by February 15, 2023 at 5:00 p.m.

Awards should be made approximately 2 weeks after the RFP opening date. To obtain results, please go online to <https://communityhealthcore.com/about-us/contractors/request-for-proposals/>

## QUESTIONS AND ANSWERS.

Please submit all questions in via email to the contact person listed at the top of the first page. All questions regarding this RFP need to be submitted by Tuesday February 21, 2023.

**FUNDING:** Funds for payment are provided through Community Healthcore budget approved by the Board of Trustees for the fiscal year. State of Texas statutes prohibit the expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Community Healthcore fiscal year shall be subject to budget approval.

**LATE PROPOSALS:** Proposals received in the Community Healthcore Purchasing Office after submission deadline will be considered void and unacceptable. Community Healthcore is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

**ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSAL:** A proposal may not be withdrawn or cancelled by the Responder without permission of Community Healthcore for ninety (90) days following the date designated for the receipt of the proposals, and the Responder so agrees upon submittal of their proposal.

**SALES TAX:** Community Healthcore is exempted by law from State of Texas Sales Tax and Federal Excise Tax.

**PROPOSAL AWARD:** Community Healthcore reserves the right to award proposals on the lump sum or unit price basis, whichever is in the best value for the Center. Community Healthcore reserves the right to accept or reject any or all proposals.

**CONTRACT:** This proposal, when properly accepted by Community Healthcore, shall constitute a contract equally binding between the successful Responder and

Community Healthcore. No different or additional terms will become a part of this contract with the exception of Change Orders or changes agreed to in writing by both parties

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Community Healthcore Purchasing Agent.

**ETHICS:** The Responder shall not offer or accept gifts of value nor enter into any business arrangement with an employee, official or agent of Community Healthcore.

**EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the instructions of this invitation will be considered for award. Responders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the Responder has not taken exceptions and shall hold the Responder responsible to perform in strict accordance with the specifications of the RFP. Community Healthcore reserves the right to accept any or all or none of the exception(s)/substitution(s) deemed to be in the best value for Community Healthcore. The Responder may at his discretion elect not to submit a proposal on specific items. The Responder should note this by stating "No Proposal" on items he does not wish to submit a proposal.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture used in proposal specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.

**ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal (RFP) and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Community Healthcore Purchasing Agent. Addenda will be communicated in the same method as the Request for Proposal. Responders shall acknowledge receipt of all addenda in their proposal.

**PROPOSAL MUST COMPLY** with all federal, state, county and local laws concerning these types of service.

**DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing practice.

**SUCCESSFUL RESPONDER SHALL** defend, indemnify and save harmless Community Healthcore and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons,

or property on account of any negligent act or fault of the successful Responder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Responder will indemnify and save harmless Community Healthcore from liability, claim or demand on their part, agents, servants, customers, and/or employees. Successful Responder shall pay any judgement with costs and fees which may be obtained against Community Healthcore growing out of such injury or damages.

**WAGES:** Successful Responder shall pay or cause to be paid, without cost to Community Healthcore, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law. Proposer must maintain all documentation required by law for workers providing services to Community Healthcore.

**TERM OF THE CONTRACT:** This contract will commence on the date listed in Section I, Contract Effective Date. It will end on August 31, 2023 with the option for two, one year extensions.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered. Community Healthcore reserves the right to award cancelled contract to next best Responder as it deems to be in the best value for Community Healthcore.

**TERMINATION of FUNDING:** The term of this Agreement shall be subject to continued funding by the Federal Government, the State of Texas, and agencies thereof, in support of the services provided by Contractor. Should there be fundamental changes in, or termination of, funding for said services, the Center may with thirty (30) days written notice terminate this agreement, without prejudice to the right of Contractor to all payments due at the time of termination. Formal documentation of the funding changes shall be made available to Contractor upon request.

**TERMINATION FOR DEFAULT:** Community Healthcore reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Community Healthcore in the event of breach or default of this contract. Community Healthcore reserves the right to terminate the contract immediately in the event the successful Responder fails to:

1. Meet schedules
2. Pay any fees; or
3. Otherwise perform in accordance with these specifications

Breach of contract or default authorizes Community Healthcore to exercise any or all of the following rights:

1. Community Healthcore may take possession of the assigned premises and any fees accrued or becoming due to date;

2. Community Healthcore may take possession of all goods, fixtures and materials of successful Responder therein and may foreclose its lien against personal property, applying the proceeds towards fees due or thereafter becoming due.

In the event the successful Responder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Community Healthcore shall give the successful Responder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Community Healthcore within two (2) working days of receipt of such notice by the successful Responder, default will be declared and all the successful Responder's rights shall terminate.

Responder, in submitting this proposal, agrees that Community Healthcore shall not be liable for damages in the event that Community Healthcore declares the Responder in default.

NOTICE: Any notice provided by this proposal (or required by law) to be given to the successful Responder by Community Healthcore shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Responder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Responder agrees to protect and indemnify Community Healthcore from claims involving infringements of patents and /or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Community Healthcore may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to acceptance, inspection and delivery. The contract administrator will serve as liaison between Community Healthcore Purchasing Department (which has the overall contract administration responsibilities) and the successful Responder.

PURCHASE ORDER: When specified a purchase order(s) will be generated by Community Healthcore to the successful Responder. When a purchase order has been generated the purchase order number must appear on all itemized invoices and packing slips. Community Healthcore will not be held responsible for any

orders placed/delivered without a valid current purchase order when it has been specified by the contract that one shall be generated for purchase.

INVOICES shall show all information as stated above, shall be issued for each order and shall be mailed directly to the Community Healthcore Business Office, P.O. Box 6800, Longview, TX. 75608.

PAYMENT will be made upon receipt and acceptance by Community Healthcore of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful Responder(s) is required to pay subcontractors within ten (10) days after the vendor receives payment.

ITEMS supplied under this contract shall be subject to the approval of Community Healthcore. Items found defective or not meeting specifications shall be picked up and replaced by the successful Responder at the next service at no expense to Community Healthcore. If item is not picked up within one (1) week after notification, the item will become a donation to Community Healthcore for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Community Healthcore.

WARRANTY: Successful Responder shall warrant that all items/services shall conform to the proposed specifications and/or warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES - The successful Responder and Community Healthcore agree that both parties have all the rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, Smith and Upshur Counties in the State of Texas.

ASSIGNMENT: The Successful Responder shall not sell, assign, transfer or convey this contract, in whole or in part, without prior written consent of Community Healthcore.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best

commercial practices are to prevail. All interpretations of these shall be made based on this statement.

Each insurance policy furnished by successful Responder shall include, by endorsement to the policy, a statement that a notice shall be given to Community Healthcore by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

**TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to Community Healthcore until Community Healthcore actually receives and takes possession of the goods at the point or points of delivery.

**COMMUNITY HEALTHCORE** expressly reserves the right to accept or reject in part or in whole any or all proposals submitted and to waive any technicalities or formalities considered to be the best value for Community Healthcore.

**HISTORICALLY UNDERUTILIZED BUSINESSES** Community Healthcore is committed to developing, establishing and maintaining historically underutilized businesses' involvement in the total procurement process.

**ANY QUESTIONS** concerning the Invitation to Proposal and specifications should be directed to Community Healthcore Facilities Department at 903-234-7001.



**ATTACHMENT A**

I. Detailed Scope of Work .....Page 9

II. Instructions for Response .....Page 12-13

III. Scoring of the RFP .....Page 13-14

**I. Detailed Scope of Work**

It is the intent of Community Healthcore to contract through the competitive bid process a licensed HVAC contractor to provide a basic service rate at CHC locations. This rate **does not** include the purchase of materials or equipment to complete a task.

**A. Specification/Requirements**

1. Trouble shoot basic Heat and Air Conditioning issues.
2. Inspect various types of HVAC systems within the facilities.
3. Repair thermostats, motors, and other as needed.
4. Repair/install new systems as needed.
5. If excavation work is required, locate all underground utilities to ensure none will be damaged.
6. Propose efficiency options when available such as new energy saving equipment

**Locations open for Bid:** *Bidder may bid on all or selected properties/locations.*

Longview, Texas	Hourly Rate	Emergency Rate	Trip Charge (if any)
105 Woodbine Pl	\$	\$	\$
107 Woodbine Pl	\$	\$	\$
950 N 4 <sup>th</sup> Street	\$	\$	\$
1300 N 6 <sup>th</sup> Street	\$	\$	\$
3770 PR 3439	\$	\$	\$
701 E Marshall	\$	\$	\$
103 E Branch	\$	\$	\$
425 S. Main	\$	\$	\$
1512 Indian Springs	\$	\$	\$
303 Evergreen	\$	\$	\$
409 S. Fredonia	\$	\$	\$
501 Pine Tree Rd	\$	\$	\$

<b>Longview, Texas (cont.)</b>	<b>Hourly Rate</b>	<b>Emergency Rate</b>	<b>Trip Charge (if any)</b>
801 Pegues	\$	\$	\$
414 S. Center	\$	\$	\$
3704 Teri Lyn	\$	\$	\$
<b>White Oak, Texas</b>	<b>Hourly Rate</b>	<b>Emergency Rate</b>	<b>Trip Charge (if any)</b>
523 S Suncamp	\$	\$	\$
<b>Gilmer, Texas</b>	<b>Hourly Rate</b>	<b>Emergency Rate</b>	<b>Trip Charge (if any)</b>
101 Madison St	\$	\$	\$
<b>Tyler, Texas</b>	<b>Hourly Rate</b>	<b>Emergency Rate</b>	<b>Trip Charge (if any)</b>
114 Jordan Plaza #302	\$	\$	\$
4603 Troup Hwy #209	\$	\$	\$
4503 Troup Hwy #4609	\$	\$	\$
<b>Henderson, Texas</b>	<b>Hourly Rate</b>	<b>Emergency Rate</b>	<b>Trip Charge (if any)</b>
209 N Main St	\$	\$	\$
<b>Carthage, Texas</b>	<b>Hourly Rate</b>	<b>Emergency Rate</b>	<b>Trip Charge (if any)</b>
1701 So Adams	\$	\$	\$
<b>Marshall, Texas</b>	<b>Hourly Rate</b>	<b>Emergency Rate</b>	<b>Trip Charge (if any)</b>
401 N. Grove	\$	\$	\$
204 N. Alamo	\$	\$	\$
502 E. Rusk	\$	\$	\$
7470 Hwy. 154	\$	\$	\$
1500 W. Grand	\$	\$	\$
1512 Indian Springs	\$	\$	\$
<b>Atlanta, Texas</b>	<b>Hourly Rate</b>	<b>Emergency Rate</b>	<b>Trip Charge (if any)</b>
307 N. Louise Suite B & G	\$	\$	\$
1007 Williams St	\$	\$	\$
<b>Texarkana, Texas</b>	<b>Hourly Rate</b>	<b>Emergency Rate</b>	<b>Trip Charge (if any)</b>
2435 College Dr.	\$	\$	\$
1911 Galleria Oaks	\$	\$	\$
4217 Hazel St	\$	\$	\$
<b>Clarksville, Texas</b>	<b>Hourly Rate</b>	<b>Emergency Rate</b>	<b>Trip Charge (if any)</b>
106 M.L. King	\$	\$	\$

**List staff with documented licenses and other credentials**

<b>1. TYPE OF LICENSE/CERTIFICATION:</b>
Name of Individual:
Working Title with Company:
Certification Issued By:
License/Registration/Certification #:
Effective Date / Expiration Date:
<b>2. TYPE OF LICENSE/CERTIFICATION:</b>
Name of Individual:
Working Title with Company:
Certification Issued By:
License/Registration/Certification #:
Effective Date / Expiration Date:
<b>3. TYPE OF LICENSE/CERTIFICATION:</b>
Name of Individual:
Working Title with Company:
Certification Issued By:
License/Registration/Certification #:
Effective Date / Expiration Date:

## II. Instructions for Response

### A. Pricing

- 1) Site specific: Pricing for each site should be separated by each site. Please list each at a regular hourly rate i.e. Normal business hours and an Emergency\_rate i.e. after normal business hours or on weekends.
- 2) **Bidder may bid on all or selected properties/ locations.** Bidder may bid on specific properties within a region as well.

### B. Staffing

- 1) Specify how each site will be supervised.
- 2) Specify if employees work directly for your organization or if they are contracted.
- 3) Also specify how performance will be monitored and documented to meet requirements.
- 4) Specify how employees will be identified while on CHC property. (i.e. truck marked with signage)

### C. References

- 1) Community Healthcore requests Responder to supply, with this RFP, a list of at least three (3) professional references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

### A. Other

- 1) Proposal should provide a technical response to specification in detailed scope of work
- 2) Affirm/demonstrate the Proposers to meet all of the Minimum Standards for all Prospective Responders.
- 3) Acknowledgements of RFP and all RFP Addenda's
- 4) A minimum of three (3) references
- 5) Other documents as included below
- 6) Return signed Conflict of Interest Questionnaire (Attachment B)
- 7) Responder shall provide in their proposal all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.
- 8) **MINIMUM STANDARDS FOR ALL PROSPECTIVE RESPONDERS:** A prospective Responder must affirmatively demonstrate / meet the following requirements:
  - i. Have adequate financial resources, or the ability to obtain such resources as required; Please specify this within the proposal;
  - ii. Be able to comply with the required or proposed delivery schedule. Include all details

as appropriate including staffing levels, supervision, and how Responder will monitor the service;

- iii. Have a satisfactory record of performance evidenced by references;
- iv. Have a satisfactory record of integrity and ethics;
- v. Have the ability to provide usage data on items ordered or delivered;
- vi. Have the ability to package and mark items for specific Community Healthcore units;
- vii. Be able to provide descriptive information as required, including detailed scope of work to be provided and frequency if applicable;
- viii. Be otherwise qualified and eligible to receive an award; and,
- ix. Meet any additional requirements specified in the RFP.

9) **OTHER DOCUMENTS:** Responder shall provide with this proposal copies:

- i. Current workman compensation policy;
- ii. Proof of insurance as required. See Attachment C, Exhibit A;
- iii. Bank Reference letter or financial statement proving financial stability.

### III. Scoring of the RFP

#### A. Factors to be considered include:

- 1) Any installation cost;
- 2) Delivery terms;
- 3) Quality and reliability of respondents goods or services;
- 4) The extent to which the goods or services meet the CENTER's needs as described in this RFP;
- 5) Past offeror performance, respondents financial resources and ability to perform, the respondent's experience and responsibility, and the respondent's ability to provide reliable service agreements
- 6) The impact on the ability of CENTER to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of goods and services from persons with disabilities;
- 7) The total long term cost to the local authority of acquiring the respondent's goods or services;
- 8) The cost of any CENTER employee training associated with the acquisition;
- 9) The effect of the acquisition on CENTER's productivity;
- 10) Price
- 11) Whether the respondent can perform the contract or provide the service(s) within the contract term, promptly provide the services, without delay or interference;
- 12) Respondent's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
- 13) Whether the respondent's financial resources are sufficient to perform the contract and to provide the service(s);
- 14) Whether necessary or desirable support and ancillary services are available to the

- respondent;
- 15) The character, responsibility, integrity, reputation, and experience of the respondent;
  - 16) The quality of the facilities and equipment available to or proposed by the respondent;
  - 17) The ability of the respondent to provide continuity of services;
  - 18) The ability of the respondent to meet all applicable written policies, principles, and regulations;
  - 19) Any factor is relevant to determining the best value for Community Healthcore in the context of this procurement.

**B. Proposals will be scored using the following criteria:**

These factors will be considered and some may be given greater weight than others

<b>Categories</b>	<b>Points</b>
1-Organizational History and Experience	100
2-Service delivery based on specifications	250
3-Pricing and other cost	300
4-Operational start date	100
total	750

Multiple vendors may be awarded a contract based on the best value rate for the organization at the locations listed in the chart.

Please direct any questions you have about this specification to (903) 234-7001 or email [Tom.Suess@communityhealthcore.com](mailto:Tom.Suess@communityhealthcore.com)

**Attachment A-1 Questions** (answer can be provided on this sheet or add an attachment)

1- Organizational History and Experience

Responder should provide a comprehensive description of responder's organization, outlining its experience as a licensed HVAC service provider. Tell us what sets you apart from other similar service providers.

2- Service Delivery

Responder should describe what measures are in place to meet the specifications listed in this proposal. Include any follow up monitoring, internal auditing, and Supervision that may be used to monitor specs are being met. It is crucial that these schedules for service are met based on proposed frequency. Describe measures in place to accommodate when there are workforce or weather issues.

3- Pricing and Other Cost

Propose a rate for services in table provided.

Identify any other cost the center would be responsible for in the implementation of a contract based on that rate.

4- Operational Start Date

If awarded a contract by April 1<sup>st</sup> 2023, verify and describe responder's ability to be able to provide service to CHC by May 1, 2023.

ATTACHMENT B

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;">                 _____                  Signature of vendor doing business with the governmental entity             </p> <p style="text-align: right; margin-right: 100px;">                 _____                  Date             </p>		



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**Attachment C Sample Contract-**  
 STATE OF TEXAS §  
 COUNTY OF GREGG §



**Non-Community Services Contract**

**I.**

<b>Name of Legal Entity and Doing Business As (d/b/a) Name, if applicable (herein referred to as "Contractor")</b>	
<b>Contractor's Representative</b>	
<b>Contractor's Professionals</b>	
<b>Contractor's Mailing Address</b>	
<b>Contractor's Email Address</b>	
<b>Taxpayer Identification No. (EIN or SSN for Individual)</b>	<b>Contractor's Telephone Number</b>
<b>Contract Effective Date</b>	<b>Contract Expiration Date</b> August 31, 2023
<b>Program Name(s) and Unit Number(s) Served</b>	<b>Center Contract Supervisor</b>
<b>Center Contract Supervisor Telephone Number</b>	<b>Center Contract Supervisor Email Address</b>
<b>Payment</b>	<b>Total Contract Amount Not to Exceed</b>

**II.**

**2.1 Services:**

**Scope of Work (See Attachment A of RFP)**

Center will ensure that all contracted services provided by licensed independent practitioners will be within the scope of their professional licenses.

Only Contractor and 'Contractor's Professionals' as identified in Section I are approved for professional work hereunder. In the event that the Contractor adds/changes/subtracts "Contractor's Professionals", the Contractor shall submit an amended Section I "Contractor's Professionals" list reflecting the same.

**2.2 Payment:**

**Payment for Services:**

This contract may not exceed the total amount authorized in Section I. Services are reimbursed

at the payment amount for actual work provided. The total amount paid out through this contract may be less than the total amount authorized.

Payment will be made based upon a completed claim form approved either by the Executive Director or by the Center employee(s) authorized to approve billing(s). Payment for services is conditioned upon the Contractor completing the documentation necessary for the Center to process the claim(s). Such documentation must be complete, legible, and properly signed with title, date, and time as required. The contents must meet standards, reporting requirements, and rules set forth by the Texas Health and Human Services Commission (HHSC) and the Center and funding sources as applicable.

The Contractor will ensure invoices are submitted in proper form and in the Business Office by the 15<sup>th</sup> of the month after services have been provided. At the end of the Fiscal Year (August 31), the Contractor will ensure all invoices for services will be submitted in proper form and in the Business Office by September 15<sup>th</sup>, 2023.

### **2.3 Center Required Training:**

Attached as Exhibit [redacted] is a list of Training Requirements that need to be completed initially before services are provided and annually thereafter as specified. Community Healthcore will update this list as needed to be in compliance with all Federal, State, and Local standards as specified by our funding agencies. The Contractor may substitute comparable training for required courses; it is the Center's sole decision as to whether the training is comparable or not.

### **III.**

THIS AGREEMENT is made and entered into by and between Sabine Valley Regional MHMR Center (d/b/a Community Healthcore), a community center under the provisions of Chapter 534 of the Texas Health & Safety Code, as amended, (the "Center" and also the "Agency") and the Contractor (Section I) for the purpose of providing community-based services currently not available to the Center through its present staff of employees. The Center is authorized to enter into this Contract by Texas Government Code, Chapter 2254, to contract for services.

WHEREAS, the Center is the Health and Human Services Commission (HHSC) designated mental health local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of mental health services for the residents of Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, and Upshur Counties, Texas; and

WHEREAS, the Center is the Health and Human Services Commission (HHSC) designated intellectual and developmental disabilities local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of intellectual and developmental disability services for the residents of Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, and Upshur Counties, Texas; and

WHEREAS, Contractor desires to contract with the Center to provide services; and

WHEREAS, the Contractor agrees and certifies that the Contractor has current professional and educational qualifications and certifications, registrations, licenses, and permits required for the performance of this contract.

NOW, THEREFORE, in consideration of the mutual agreements contained within this Contract and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by both parties, Center, and Contractor agree as follows.

### **IV.**

**The Contractor agrees:**

4.1 Contractor's Obligations: The Contractor agrees to provide services listed under Section 2.1. the Contractor must notify and coordinate with the Center a schedule for providing services under this Contract. The Contractor's schedule must be mutually agreed upon by the Contractor and Center. The Contractor must, in the performance of this Contract, interact with staff, other contractors, or consultants of the Center in a cooperative manner and will consult with such persons regarding services provided under this Contract as necessary. The Contractor agrees to accept the professional obligations and is capable of performing the essential functions in the scope of work as represented in the contract. Contractor hereby agrees to abide by the Policies and Procedures of Community Healthcore.

4.2 Confidentiality: In accordance with Texas Health and Safety Code, Chapter 611, the Contractor must maintain the confidentiality of information received during the performance of this Contract, including information which discloses confidential personal information or identifies any person served by the Center except as provided by Section 611.004 or 611.045. Any information, including, oral, written, or digital documentation, is considered confidential.

During the course of the contract, all confidential information (personal health information (PHI)) must be maintained on a secure device whether it is your personal property, vendor property or Community Healthcore's device. All such data must be deleted or returned upon the end of this agreement. All PHI obtained during the course of this agreement is the property of Community Healthcore.

Before storing any PHI on a device that is not owned by Community Healthcore, you must obtain a written statement from Community Healthcore's IT department that it meets Community Healthcore's security requirements.

Business Associate Agreement attached as Exhibit B is incorporated into this contract as set out in full.

4.3 Reports and Records: The Contractor must complete and file in a timely manner reports, records, or documentation in a format specified/agreed by the Center to enable the Center to document the reasonableness and necessity of the costs of services rendered under this Contract.

4.4 Access: Pursuant to Health and Safety Code 534.060 Contractor must permit representatives and agents of the Center, including independent financial auditors or other authorized governmental agencies to have unrestricted access to all facilities, records, data, and other information under the control of the Contractor as necessary to enable Center to audit, monitor and review all financial activities and services associated with Center's funds. This provision shall survive the completion of the contract period and such access shall remain in effect during the pendency of any audit.

4.5 Compliance: Contractor agrees to fully comply with all applicable local, state, and federal laws, rules, regulations, handbooks, standards, and guidelines now in effect and that become effective during the term of this Agreement.

Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder.

The Contractor agrees to fully comply with The Business Code of Conduct provided by Community Healthcore and will adhere to the terms contained therein. (Exhibit C)

Contractor represents and warrants that it will comply with all State and Federal training requirements including any funding or oversight agency requirements.

4.6 Certifications, Registrations, Licenses, and Permits: Contractor and Contractor's Professionals must maintain all certifications, registrations, licenses, or permits required by law to remain in good standing in the profession during the term of this Contract. In addition, the Contractor must inform the Center immediately of any changes to such certifications, registrations, licenses, or permits during the term of this

Contract. The Contractor certifies that its license, permit, or certificate has not been suspended or revoked by any applicable agency or authority.

4.7 W-9 Form: The Contractor must provide the Center with a completed IRS Form W-9, (Payer's Request for Taxpayer Identification Number and Certification), upon execution of this Contract.

4.8 Conviction Disclosure:

1. Contractor, by its signature on this contract, certifies that no employee, officer, or director of Contractor's business has been or is convicted of any crime related to any state or federally funded program.
2. The Contractor shall identify in writing, delivered to the office of the Center's Executive Director, any employee, officer, volunteer, or director of Contractor's business who is in direct contact with persons referred to Contractor by Center and has been convicted, received a probated sentence, arrested (or for whom there exists an arrest warrant), or for whom there exists a wanted person notice, related to any crime relevant to that person's employment and/or duties. For purposes of this Contract, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.
3. If any employee, officer, volunteer, or director of Contractor's business who is in direct contact with persons served by Center has been convicted of a crime listed in Section 4.9.2 of this Contract, Contractor must remove the employee, officer, volunteer or director from direct contact with such persons unless otherwise agreed to by Center in writing.
4. Failure to disclose any information required under this Section or making a false certification relating thereto is cause for immediate termination of this Agreement by the Center.

4.9 Franchise Tax: The Contractor certifies that it is current in its payment of any required Texas franchise tax. A false statement regarding franchise tax status will be treated as a material breach of this Contract and will constitute grounds for termination of this Contract at the option of Center. If the Contractor becomes delinquent in the payment of its Texas franchise tax during the term of this Contract, payment to the Contractor may be withheld until such delinquency is remedied.

4.10 Reporting Requirements Imposed by Law:

1. The Contractor must report to the DFPS Abuse, Neglect, and Exploitation Investigator by telephone at 800-252-5400, any suspicion, knowledge, or allegation that any person has committed abuse, neglect, or exploitation of any person served by the Center. Such reports must be made immediately, if possible, but in no case more than one hour after the incident, as required by TAC Title 40, Chapter 4, Subchapter L and Title 25, Chapter 414, Subchapter L (relating to Client Abuse, Neglect, and Exploitation in HHSC Facilities). Allegations involving the clinical practice of a licensed professional shall be referred to the appropriate licensing authority for review for possible peer review and reporting to disciplinary boards in accordance with procedures outlined in TAC Title 40, Chapter 4, Subchapter L, and Title 25, Chapter 414, Subchapter L.
2. The Contractor must report by telephone to the appropriate Center personnel at (903) 758-2471, any allegation that a person has committed abuse, neglect, or exploitation of any person served by the Center immediately, but in no event later than 24 hours after the incident. The Contractor shall further notify the Center of any action taken against any of the Contractor's employees accused of abuse, neglect, or exploitation of persons served by the Center.

4.11 Workplace and Confidentiality Guidelines Regarding AIDS/HIV: As required by the Texas Health and Safety Code, Chapter 85, the Contractor must adopt and implement workplace guidelines similar to the guidelines of HHSC and Center, concerning persons with AIDS/HIV infection. As required by Texas Health

and Safety Code, Chapter 85, the Contractor must also adopt and implement guidelines for Contractor and/or Contractor's employees and for any persons served by Contractor pursuant to this Contract, consistent with guidelines published by the Texas Department of State Health Services and with State and federal law and regulations, regarding confidentiality of AIDS and HIV-related medical information.

4.12 Certification Regarding Procurement: The Contractor certifies that she/he/it has not offered, given, or agreed to give anything of value to an employee or officer of the Center in connection with the procurement of this Contract.

4.13 Conflict of Interest: Contractor certifies that no employee or officer of Contractor has participated in the selection, award, or administration of this Contract in which a conflict of interest exists, as such is defined in the Contracts Management Rule (TAC, Title 40, Chapter 2, Subchapter B and Title 25, Chapter 417, Subchapter B). In the performance of this Contract, the Contractor shall not allow himself or any officer, employee, or agent to receive any funds under this Contract if the contractor, officer, employee, or agent has a conflict of interest, real or apparent. Such a conflict would arise when: (a) the contractor, employee, officer, or agent, (b) any member of his immediate family, his or her partner, or (c) an organization which employs or is about to employ, any of the above, has a financial or other interest in any entity selected for referrals or awards under this Contract.

4.14 Independent Contractor:

1. The relationship between the Center and Contractor shall be that of an independent contractor. It is agreed that the Contractor and Contractor's personnel will not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant, or borrowed servant of the Center.
2. The Center will not hire nor have any input whatsoever in the hiring of employees of the Contractor.
3. The Contractor will supply any tools, supplies, or implements necessary to perform the services contemplated under this Agreement.
4. The Contractor assumes all responsibility for profit or loss under this Agreement.
5. The Contractor agrees and represents that he/she/it performs services for persons or entities other than the Center. The Contractor agrees and represents that he/she/it makes the services to be provided under this Agreement available to the general public on a regular and consistent basis.
6. The Center will not require, either explicitly or implicitly, the Contractor to devote substantially full time to the Center's business.

4.15 Professional Judgment. The Contractor and its personnel shall exercise its own professional judgment in the performance of services to the persons served.

4.16 Services.

1. The community-based services to be provided by the Contractor will be provided in accordance with the Plans of Care, Individual Habilitation Plans, or Community Placement Plans of persons served.
2. The Contractor agrees that no person who is eligible for services under this agreement will be denied services solely on the basis of the person's arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing, or conviction of a criminal offense.
3. The Contractor agrees that it may not restrict or expand the definitions of priority population or any other consumer defined in this agreement.

4. The Contractor agrees that it will not deny services to a consumer serviced under this Contract because of the consumer's inability to pay.
  5. The Contractor must ensure that any services provided by the Contractor, now or in the future, are funded by Title XIX of the Social Security Act relating to the services of an Intermediate Care Facility / Intellectual and Developmental Disabilities (ICF/IDD), an Intermediate Care Facility (ICF), or a Skilled Nursing Facility (SNF), no funds received by Contractor from Center shall be used to pay for services reimbursed under Title XIX. The Contractor further must notify the Center if the Contractor intends to participate in any Title XIX program and, if the Contractor participates in such a program, to notify the Center if any Program Resident, not already receiving Medicare or Medicaid assistance, becomes eligible for such assistance.
- 4.17 Center Approval of Contractor Personnel. The Contractor agrees not to subcontract or assign any services until such subcontractors are approved by the Center. Any subcontractors or employees of the Contractor are the direct responsibility of the Contractor.
- 4.18 Reporting Regarding Licensure. The Contractor agrees that it shall report to the Center any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an act that constitutes grounds for the denial or revocation of the certification or licensure. The Contractor will further report to the Center if any professional has had his/her license revoked. If the Contractor's employee has such a denial or revocation, and the Contractor fails to remove such employee, then this Contract may be terminated without prior notice.
- 4.19 Quality Management and Monitoring. The Contractor agrees to conduct quality management activities, including organizational self-assessments and measures of satisfaction as specified by the Center; to comply with utilization management requirements as specified by the Center; and to comply with the Center's monitoring procedures, including submission of reports and data and other information requested by Center.
- 4.20 Independent Contractor Indemnification
1. Contractor and Center understand and agree that:
    - a. Center will not withhold or pay on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding, or make available to Contractor any of the benefits, including worker's compensation insurance coverage, afforded to employees of Center;
    - b. All such withholdings, payments, and benefits, if any, are the sole responsibility of Contractor; and
    - c. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS CENTER FROM ANY DAMAGES, CLAIMS, OR LIABILITY, INCLUDING ATTORNEY FEES AND PENALTIES, ADMINISTRATIVE DISALLOWANCES, LEGAL EXPENSES, INCURRED BY CONTRACTOR WITH RESPECT TO SUCH PAYMENTS, WITHHOLDINGS, AND BENEFITS.
- 4.21 Insurance.
1. Contractor agrees to maintain and to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, policies of general and professional liability insurance coverage in order to insure Contractor and Center against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement.
  2. The Contractor shall furnish a Declaration of Insurance. Such insurance shall be in the amounts specified in Exhibit D. The Center may withhold payments under the terms of this Agreement until the Contractor furnishes the Center the Declaration of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect. The Contractor shall give the Center

30 days' prior written notice of any proposed cancellation of any of the above-described insurance policies.

V.

**The Center and Contractor mutually agree:**

- 5.1 Term of the Contract. This contract will commence on the date listed in Section I, **Contract Effective Date**. It will end on August 31, 202 , with the option for two, one-year extensions based upon satisfactory performance and mutual agreement.
- 5.2 Immediate Termination. Center may terminate this Agreement immediately if (a) Center has cause to believe that termination of the Agreement is in the best interests of the health and safety of the persons served under this Agreement; (b) Contractor has become ineligible to receive Center funds; (c) Contractor or its employees has its Texas license or certification suspended or revoked.
- 5.3 Termination Upon Default. Either party may terminate this Agreement upon 30 days' written notice if the other party is in default of any of the provisions herein and does not remedy such default during the 30-day notice period.
- 5.4 Termination Without Cause. This Agreement may be terminated by either party, without cause, upon sixty (60) days written notice to the other party. The parties agree that this Contract is not intended to and does not confer any property rights upon the Contractor such that due process under the State or Federal Constitutions is required prior to termination.
- 5.5 Responsibilities Prior to Termination. Following written notification of intent to terminate and until the agreed-upon date of termination, the Contractor will continue to have the responsibility to provide services under this Contract, and the Center will continue to have the responsibility to pay for the services in the manner specified in this Contract.
- 5.6 Automatic Extension. In the event the Center and Contractor are still negotiating, preparing, and/or reviewing the services of this Contract upon the termination date, this Contract shall automatically extend up to 90 days.
- 5.7 Effect of Termination. Upon termination of this Contract, Contractor and Center will be discharged from any further obligation created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, the obligations of the Contractor to retain records and maintain the confidentiality of information shall survive this Contract.
- 5.8 Contract Monitoring. The Center is responsible for routine monitoring of this Agreement to ensure the Contractor complies with the terms of this Agreement and to ensure that outcomes are appropriately managed. At least annually the Center Contract Supervisor/Director will complete an evaluation of the contractor's performance. When a contractor works at multiple sites under different Center Contract Supervisors/Directors, the respective staff will collaborate to complete the evaluation.
- 5.9 Withholding of Payment. Notwithstanding anything to the contrary herein, the Contractor agrees that payments due under this Contract may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the services specified herein have not been satisfactorily completed in accordance with the terms and conditions of this Contract.
- 5.10 Severability. In the event any provision of this Contract becomes unenforceable or void, all other provisions of this Contract will remain in effect.



- 5.11 Amendment. Unless otherwise specifically provided herein, this Agreement may be amended or changed only by the mutual written signed consent of an authorized representative of the Center and Contractor. Any required amendment shall be in writing and shall be sent by mail to the Center and Contractor. The amendment shall be effective on the date of the amendment.
- 5.12 Entire Agreement. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
- 5.13 Changes Condition. If the Contractor is required to comply with an additional requirement pursuant to compliance with new and unforeseeable statutes, regulations, standards, resolutions, settlements, or plans, and compliance results in a material change in the Contractor's rights or obligations under the Agreement and create significant, unanticipated costs, the parties may agree to renegotiate the agreement. However, any changes to this Agreement or performances hereunder required by statute, regulation, administrative ruling, or court decision, are automatically incorporated into this Agreement upon the effective date of such statute, regulation, court decision, or administrative ruling.
- 5.14 Notice. Any required amendment shall be in writing and shall be sent by mail to the Center or Contractor at the address below. The amendment shall be effective on the date both parties have signed the amendment.

**If to the Center:**

Inman White, Executive Director  
Community Healthcore  
P.O. Box 6800  
Longview, Texas 75608  
(903) 758-2471

**If to Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 5.15 Authority to Bind Center. This Agreement is not binding upon the Center unless and until it has been executed by the Executive Director.
- 5.16 Exhibits. All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

**VI.**

**Texas Required Contract Clauses**

All of Section VI. is required language added by the State of Texas and extended to units of local government such as the Center for all agreements. Respondent in this section refers to the "Contractor" and the Agency refers to the "Center" unless otherwise stated. Sections are marked with "Section intentionally left blank" when the Texas Required Contract Clauses does not apply to this particular agreement.

- 6.1 Antitrust Affirmation: The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly

communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

- 6.2 Assignment: Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this provision is void and without effect.  
**CLAUSE 6.2 ONLY APPLIES TO CONTRACTS FOR SERVICES**; if no insert "Section intentionally left blank"
- 6.3 Buy Texas Affirmation: In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 6.4 Child Support Obligation Affirmation: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).
- 6.5 Cloud Computing State Risk and Authorization Management Program (TX-RAMP): Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Respondent represents and warrants that it complies with the requirements of the state risk and authorization management program and Respondent agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.  
**USE Clause 6.5 ONLY FOR CONTRACTORS DOING BUSINESS WITH AGENCY FOR CLOUD COMPUTER SERVICES**. if **not**, insert "Section intentionally left blank"
- 6.6 Computer Equipment Recycling Program: Respondent certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.  
**USE Clause 6.6 ONLY FOR CONTRACTS FOR PURCHASE OR LEASE OF COMPUTER EQUIPMENT i.e. Hardware, not Software**. if **not**, insert "Section intentionally left blank"
- 6.7 Contracting Information Responsibilities: In accordance with Section 552.372 of the Texas Government Code, Respondent agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Agency for the duration of the contract, (2) promptly provide to the Agency any contracting information related to the contract that is in the custody or possession of the Respondent on request of the Agency, and (3) on termination or expiration of the contract, either provide at no cost to the Agency all contracting information related to the contract that is in the custody or possession of the Respondent or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Agency. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

The Contractor must retain all financial records, supporting documents, statistical records and any documents pertinent to this Contract until six (6) years after termination of this Contract or until any audits, in progress at the end of the six (6) year period, are complete, whichever is later.

**INCLUDE UNLESS CONTRACTOR CLAIMS EXEMPTION – THEN CHECK EXEMPTION.**

- 6.8 COVID-19 Vaccine Passport Prohibition: Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent

acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

- 6.9 Critical Infrastructure Affirmation: Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
- 6.10 Cybersecurity Training: Respondent represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.  
**INCLUDE Clause 6.10 IF CONTRACTOR WILL HAVE ACCESS TO CHC COMPUTER SYSTEM OR DATABASE;** if no insert "Section intentionally left blank"
- 6.11 Data Management and Security Controls: In accordance with Section 2054.138 of the Texas Government Code, Respondent certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Respondent's compliance with the required controls.  
**INCLUDE IF CONTRACTOR IS AUTHORIZED TO ACCESS ANY CHC DATA** i.e. email, EHR, financial systems, ... (Do they have a password given by Center to access an electronic system?); if no insert "Section intentionally left blank"
- 6.12 Dealings with Public Servants Affirmation: Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.
- 6.13 Debts and Delinquencies Affirmation: Respondent agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 6.14 Disaster Recovery Plan: In accordance with 13 TAC § 6.94(a)(9), Respondent shall provide to Agency the descriptions of its business continuity and disaster recovery plans.
- 6.15 Disclosure of Prior State Employment: In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by Agency or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.  
  
Section 6.15 applies to former employees of the Center, Texas Health & Human Services, and other State Agencies.  
**INCLUDE ONLY IN CONTRACTS FOR CONSULTING SERVICES, not service delivery Yes – any state employment in the last 2 years by anyone employed by the contractor must be disclosed. This does not prevent CHC from using the vender, we just need the disclosure in the CHC files so we can check for conflicts of interest;** if no insert "Section intentionally left blank"
- 6.16 Dispute Resolution (General): The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.
- 6.17 Dispute Resolution (Engineering, Architectural, or Construction Services): Subject to Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under this contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the parties agree claims encompassed by Texas Government Code, Section

2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)- (d).

- (a) Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Respondent's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Respondent may make a claim against Agency for breach of contract and the Agency may assert a counterclaim against the Respondent as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Respondent must provide written notice to Agency of a claim for breach of the contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Respondent seeks as damages; and (3) the legal theory of recovery.
- (b) The chief administrative officer, or if designated in the contract, another officer of the Agency, shall examine the claim and any counterclaim and negotiate with the Respondent in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
- (c) If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this contract as to the parts of the claim that are not resolved.
- (d) If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with Agency, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Respondent's sole and exclusive process for seeking a remedy for an alleged breach of contract by the Agency if the parties are unable to resolve their disputes as described in this section.
- (e) Nothing in the contract shall be construed as a waiver of the state's or the Agency's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. Agency does not waive any privileges, rights, defenses, or immunities available to Agency by entering into this contract or by its conduct, or by the conduct of any representative of Agency, prior to or subsequent to entering into this contract.
- (f) Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Respondent: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

**INCLUDE ONLY IN CONTRACTS FOR ENGINEERING, ARCHITECTURAL OR CONSTRUCTION SERVICES** ; if no insert "Section intentionally left blank"

6.18 Energy Company Boycotts: If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

**INCLUDE ONLY TO CONTRACTORS WITH 10 OR MORE FULL-TIME EMPLOYEES AND CONTACT VALUE OF OVER \$100,000** ; if no insert "Section intentionally left blank"

6.19 Entities that Boycott Israel: If Respondent is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Respondent certifies that Respondent does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.

6.20 E-Verify Program: Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

1. all persons employed by Respondent to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.

**INCLUDE ONLY FOR CONTRACTS FOR SERVICES FROM AGENCIES THAT ARE UNDER THE DIRECTION OF THE GOVERNOR.** (we will need to ask vendor if they operate under the direction of the governor) ; if no insert "Section intentionally left blank"

6.21 Excess Obligations Prohibited: The contract is subject to termination or cancellation, without penalty to Agency, either in whole or in part, subject to the availability of state funds.

Agency shall have the right to terminate this contract, with thirty (30) days' written notice, if applicable funding from any source, is withdrawn, or reduced to a level, or is no longer adequate that, in Agency's estimation, renders this contract unsustainable.

**FUNDING OUT CLAUSE – SOME OPTIONAL LANGUAGE IN App. 24**

6.22 Excluded Parties: Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

6.23 Executive Head of a State Agency Affirmation: Under Section 669.003 of the Texas Government Code, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of the Agency. Respondent must provide the following information in the Response.

- Name of Former Executive: \_\_\_\_\_
- Name of State Agency: \_\_\_\_\_
- Date of Separation from State agency: \_\_\_\_\_
- Position with Respondent: \_\_\_\_\_
- Date of Employment with Respondent: \_\_\_\_\_

**NOTE: If no Former Executives then insert 'NA' in each blank.**

6.24 False Statements: Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

6.25 Financial Participation Prohibited Affirmation: Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

6.26 Firearm Entities and Trade Associations Discrimination: If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

**INCLUDE ONLY IN CONTRACTS WITH COMPANIES WITH 10 FULL-TIME EMPLOYEES AND \$100,000 OR MORE OF PUBLIC FUNDS. Note: \$100,000 is specific to one year contract we are writing now. OTHER EXCEPTIONS – not applicable if sole-source or if no bidder is able to meet this requirement;** if no insert "Section intentionally left blank"

- 6.27 Foreign Terrorist Organizations: Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- 6.28 Former Agency Employees: Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract. **USE ONLY IN EMPLOYMENT CONTRACTS, PROFESSIONAL SERVICE AND CONSULTING SERVICES CONTRACTS.**; if no insert "Section intentionally left blank"
- 6.29 Governing Law and Venue: The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.
- 6.30 Human Trafficking Prohibition: Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 6.31 Indemnification (General): RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE RESPONDENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OR AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACT OR OMISSIONS OF AGENCY OR ITS EMPLOYEES.
- FOR THE AVOIDANCE OF DOUBT, AGENCY SHALL NOT INDEMNIFY RESPONDENT OR ANY OTHER ENTITY UNDER THE CONTRACT.
- 6.32 Indemnification (Engineering or Architectural Services): RESPONDENT SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO RESPONDENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO RESPONDENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE



AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**USE ONLY 6.31 OR 6.32 – NOT BOTH** ; if no insert “Section intentionally left blank”

- 6.33 Indemnification (IP): RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF RESPONDENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) AGENCY’S AND/OR RESPONDENT’S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO AGENCY BY RESPONDENT OR OTHERWISE TO WHICH AGENCY HAS ACCESS AS A RESULT OF RESPONDENT’S PERFORMANCE UNDER THE CONTRACT. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL(OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, RESPONDENT WILL REIMBURSE AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF AGENCY’S COUNSEL.

**USE ONLY IN CONTRACTS INVOLVING INTELLECTUAL PROPERTY MATTERS. Example: computer programs.** ; if no insert “Section intentionally left blank”

- 6.34 National Anthem Verification: If Respondent is a professional sports team as defined by Section 2004.002 of the Texas Occupations Code, Respondent will play the United States national anthem at the beginning of each team sporting event held at the Respondent’s home venue or other venue controlled by Respondent for the event. Failure to comply with this obligation constitutes a default of this contract, and immediately subjects Respondent to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Respondent may be debarred from contracting with the State. The Agency or the Attorney General may strictly enforce this provision.

**USE ONLY IF WE ARE CONTRACTING WITH A PROFESSIONAL SPORT TEAM. SELDOM, IF EVER USED.** ; if no insert “Section intentionally left blank”

- 6.35 No Conflicts of Interest: Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

- 6.36 Prior Disaster Relief Contract Violation: Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

- 6.37 Public Information Act: Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information

Act, available in a format that is accessible by the public at no additional charge to the State. Specific formats acceptable to the Agency include Word, Excel and pdf.

- 6.38 Signature Authority: The person or persons executing and signing this Agreement on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.
- 6.39 Standard of Care for Architectural and Engineering Contractors: Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Respondent shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.  
**USE ONLY IN CONTRACT FOR ARCHITECTURAL OR ENGINEERING SERVICES – specifically if the contractor has a professional engineering or architectural license; if no insert “Section intentionally left blank”**
- 6.40 State Auditor’s Right to Audit: The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.  
**There is alternative language available in Appendix 24 if needed.**
- 6.41 Suspension and Debarment: Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
- 6.42 Technology Access Clause: Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, Respondent represents and warrants to Agency that the technology provided to Agency for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
- providing equivalent access for effective use by both visual and non-visual means;
  - presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and
  - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
- For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.  
**APPLIES ONLY TO CONTRACTS FOR AUTOMATED INFORMATION SYSTEMS ENTERED BEFORE 9/1/06, SUCH AS LONG TERM SOFTWARE LICENSES; if no insert “Section intentionally left blank”**
- 6.43 Television Equipment Recycling Program: Respondent certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.



**APPLIES ONLY TO CONTRACTS FOR PURCHASE OR LEASE OF TELEVISION EQUIPMENT** ; if no  
insert "Section intentionally left blank"

This Agreement (Section I through Section VI) constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding, written or oral agreement between the parties. For the faithful performance of the terms of this contract, the parties hereto in their capacities stated, affix their signatures and bind them.

**EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

<b>CENTER:</b>	<b>NAME OF CONTRACTOR:</b>
<b>SIGNATURE:</b>  <b>INMAN WHITE, EXECUTIVE DIRECTOR</b>	<b>SIGNATURE OF CONTRACTOR OR REPRESENTATIVE:</b>

### ATTACHMENT D – RESPONDENT’S INFORMATION SHEET

<b>Name of Legal Entity and Doing Business As (d/b/a) Name, if applicable</b>
<b>Respondent’s Representative</b>
<b>Respondent’s Mailing Address</b>
<b>Respondent’s Email Address</b>
<b>Respondent’s Telephone Number</b>

I/We \_\_\_\_\_  
Company Name

Located at \_\_\_\_\_  
Company Address

hereby submit our proposal. This proposal is made without collusion on the part of any person, firm or corporation.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail Address \_\_\_\_\_