

**NOTICE INVITATION
REQUEST FOR PROPOSAL RFP #05-2024**

Description of Center: **Lakes Regional Community Center** is a Certified Community Behavioral Health Clinic as well as an agency of the State of Texas established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of Paris, Texas. **Lakes Regional Community Center** is a community center under Chapter 534, of the Texas Health and Safety Code, and is classified by the Internal Revenue Service as a 501(c)(3) tax-exempt organization.

Lakes Regional Community Center currently employs approximately 415 full-time, part-time and PRN employees, and operates approximately 42 facility locations within a 15-County service area span.

Lakes Regional Community Center is seeking Proposals from established, qualified and experienced General Contractor to implement the construction of a Ground-up/Remodel project located at 2915 N. Main, Paris, Texas 75460.

If you are interested in submitting a proposal, please carefully adhere to the instructions, requirements and deadlines presented in **RFP# 05-2024**.

A copy of the Request for Proposal (RFP) may be obtained from Center's website at www.lakesregional.org under the Procurement tab or by contacting Becky Lewis at beckyl@lakesregional.org.

In accepting proposals, Lakes Regional Community Center reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of Lakes Regional Community Center and is not obligated to accept the lowest cost proposal. Lakes Regional Community Center will not pay for any costs incurred by respondents in the preparation and/or submission of a proposal. Furthermore, the RFP does not obligate **Lakes Regional Community Center** to accept or contract for any expressed or implied services.

Lakes Regional Community Center will only release names of the vendors who have responded to this solicitation after Lakes Regional Community Center's evaluation team has evaluated the proposals and an award has been made and approved by the Center's evaluation team.

Proposals must be submitted NO LATER than 5 P.M. (CST), Tuesday, May 28, 2024. Full submission instructions are specified in the **RFP #05-2024**.

Lakes Regional Community Center appreciates your time and effort in preparing this proposal. All proposals must be received at the specified location identified in RFP #05-2024 before opening date and time. The official time shall be determined by the time/date stamp when received at location. Faxed responses shall not be accepted. Proposals received after above date and time shall be returned unopened.



**REQUEST FOR PROPOSAL (RFP)
RFP # 05-2024**

**Ground-up/Remodel
2915 N. Main
Paris, Texas 75460**

**Lakes Regional Community Center
400 Airport Rd (physical Admin)
P.O. Box 747 (mailing)
Terrell, Texas 75160**

Issue Date: **04/24/2024**
Due Date: **05/28/2024**

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I. OVERVIEW INTRODUCTION

Description of Center: **Lakes Regional Community Center** is a Certified Community Behavioral Health Clinic as well as an agency of the State of Texas established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of 15 Counties within Texas. **Lakes Regional Community Center** is a community center under Chapter 534 of the Texas Health and Safety Code, and is classified by the Internal Revenue Service as a 501(c)(3) tax-exempt organization.

Lakes Regional Community Center is a unit of government, under the sponsorship of the Center's 12-member governing board. The Center currently employs approximately 415 full-time, part-time and PRN employees, and operates approximately 42 facility locations within a 15 County service area span.

Lakes Regional Community Center, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Description of Service(s) sought. **Lakes Regional Community Center** is seeking proposals for a **General Contractor to implement a Ground-Up, 9,794 sq. ft. Building and Remodel of an existing 6,740 sq. ft. Office Building, project located at 2915 N. Main, Paris, Texas 75460 totaling 16,534 sq. ft.**

II. RFP Timeline

RFP Distribution: *Wednesday, April, 24, 2024*

Site Visit: *Tuesday, April 30, 2024*

Questions Due: *Tuesday, May 7, 2024*

Final Response to All Questions Available: *Tuesday, May 14, 2024*

Deadline for Submission/Proposal Due: *Tuesday, May 28, 2024*

Proposal Opening: *Wednesday, May 29, 2024 .*

Procurement Team Scorecards Submission/ Meeting: *Monday, June 3, 2024*

Anticipated Award Date: *Tuesday, June 4, 2024*

Lakes Regional Community Center is subject to and complies with the Texas Public Information Act, Chapter 552 of the Texas Government Code therefore following Contract award, the contents of all proposals may be made available upon written request. Therefore, any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may still be subject to disclosure under the Public Information Act depending on opinions from the Attorney General's office.

APPEALS and/or PROTEST. Any Respondent's wishing to protest or appeal the selection process must do so within 7 days of the proposal award. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to:

Lakes Regional Community Center
Attn: Becky Lewis
P.O. Box 747
Terrell, TX 75160

III. PROPOSAL SUBMISSION INSTRUCTIONS

Lakes Regional Community Center anticipates awarding one (1) contract to a **General Contractor** for a **Ground Up/Remodel** project located at 2915 N. Main Paris, Tx 75460. Any Contract awarded as a result of this Request for Proposals ("RFP") will be prepared by Lakes Regional Community Center's Contract Management.

1. All Proposals must be submitted via us mail, in person or email:

US mail or in person: Submit sealed one (1) original (clearly marked) and two (2) copies of the proposal to:

Lakes Regional Community Center
Attn: Becky Lewis
400 Airport Rd., Terrell, Tx 75160 (physical)
P.O.BOX 747 Terrell, Tx 75160 (mailing)
RFP # 05-2024

email: beckyl@lakesregional.org
subject: **RFP #05-2024**

2. Content, exhibits and attachments must be in M.S. Word, M.S. Excel or Adobe PDF.
3. Proposals and all questions should be in writing via email or fax and directed to: (Vendors **may not** contact other members of the Center's workforce without prior approval of Procurement Mgr or CEO.)
 - Procurement Team Member:
beckyl@lakesregional.org
4. In the subject line of your proposal submission email include:
RFP# 05-2024

5. Proposals must be signed electronically by an individual legally authorized to commit to the terms of this RFP and responses therein. *Proposals received unsigned will be deemed non-responsive and therefore will not be accepted.*
6. Proposals will not be opened until after the submission deadline.
7. Proposals must remain valid for acceptance for four (4) months post the proposal submission deadline.
8. Proposals or modifications received after the deadline for submission will not be considered.
9. All statements made in the proposal will be considered final, and, if the proposal is accepted will be used as the basis of the purchase agreement.
10. Submitted Proposals become the property of Lakes Regional Community Center and will not be returned to the Proposer. Proposer agrees that Lakes Regional Community Center has the right to use, reproduce and distribute copies of and to disclose to Lakes Regional Community Center employees, agents and contractors and other governmental entities all or part of the Proposal, as Lakes Regional Community Center deems appropriate to complete the procurement process or comply with state or federal laws and regulations.
11. The initial contract term for this project will be for one fiscal year with additional time negotiated at the time of the contract award or prior to the end of the fiscal year.
- 12i. Each proposal **MUST** follow the format for document submission presented in this RFP.

IV. GENERAL INSTRUCTIONS AND CONDITIONS

- 1. Late Proposal:** Proposals received at the specified location after submission deadline shall be returned unopened and shall be considered void and unacceptable. The official time shall be determined by the time/date stamp when received by the front desk receptionist at the Center's specified location or the time and date indicated on the received email. Lakes Regional Community Center is not responsible for lateness of mail, carrier, etc. ***If accepting electronic submissions only use:*** *Center will determine the official time of receipt of the RFP by using the time/date of receipt of the RFP shown on Center's email server. Upon request, a receipt may be sent electronically to the deliverer of the RFP, which indicates the date and time it was received. Proposals sent via any method other than electronic mail as described in this RFP will not be accepted. Proposals received after the Proposal Submission Deadline will not be considered.*
- 2. Ethics:** Respondents shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, Trustee, official or agent of Lakes Regional Community Center.
- 3. Acceptance/Rejection of Proposals:** It is understood that Lakes Regional Community Center reserves the right to accept or reject any and/or all proposals for any or all services

covered in this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of Center.

4. Modifications: Lakes Regional Community Center reserves the right to modify the general description and scope of services, by issuing a written addenda of any such modifications.

5. Addenda: Any interpretations, corrections or changes to this RFP and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in Lakes Regional Community Center's General Counsel. Addenda shall be mailed to all who are known to have received a copy of the Request for Proposal. All such addenda become, upon issuance, an inseparable part of the specifications which must be met for the offer to be considered. All responding Respondents shall acknowledge receipt of all addenda.

6. Altering Proposals: Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No oral, telephone, telegraphic, fax, E-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted. The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.

7. Withdrawal of Proposals: A proposal shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the initial offer.

8. Proposals Shall Be received and publicly acknowledged at the location, date and time stated within Section III. Respondents, their representatives and interested persons may be present. The proposal shall be received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept confidential during negotiations.

However, all proposals shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Respondents, except for trade secrets and confidential information contained in the proposal and identified by the Respondents as such. Such information may still be subject to disclosure under the Public Information Act based on the Texas Attorney General opinions and on steps taken by the Respondent to protect the information outside the scope of the RFP process.

9. Sales Tax: Lakes Regional Community Center is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal shall not include taxes.

10. Proposals Must Comply with all federal, state, county and local laws. All services must be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.

11. Respondents Shall Provide with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. There is no expressed or implied obligation for Lakes Regional Community Center to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and Lakes Regional Community Center will not reimburse responders for these expenses, nor will Lakes Regional Community Center pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

1. Title page. Title page should include the **RFP #05-2024** and title/subject. The Respondent's name, address, and name and telephone number of a contact person; and the date of the proposal transmitted.
2. Submission/Transmission Letter. A letter of understanding by the person or officer of the Respondent entity that is authorized to enter into a contractual agreement on behalf of Respondent indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Respondent believes itself is the best qualified.
3. Detail Proposal. Required document and detail as specified in section V.
4. References. Submit as specified in Section IV.16 of this document.
5. Respondent's contact. Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal.

12. Exceptions/Substitutions: All proposals meeting the intent of this Request for Proposal shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and Lakes Regional Community Center shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. Lakes Regional Community Center reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of Lakes Regional Community Center.

13. Historically Underutilized Business (HUB) And Minority Owned Businesses (M/W/DBES): Historically Underutilized Business and/or Minority/Women/Disadvantaged Business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award. The Center shall make a good faith effort to utilize HUBs or M/W/DBEs in contracts for construction, services including professional and consulting, and commodities. Please submit HUB state certificate and/or City M/W/DBE certificate.

14. Silence of Specifications: 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 best practices of quality services will prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. References: Lakes Regional Community Center Requests Respondent to supply, with this RFP, a list of at least three (3) references (local preferred) where same or similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.

16. Minimum Standards for Responsible Prospective Respondents: A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following minimum requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed performance schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award

Lakes Regional Community Center may request representation and other information sufficient to determine Responder's ability to meet these minimum standards listed above and any other required documentation.

Lakes Regional Community Center reserves the right to negotiate with Responders determined to have a reasonable chance of being selected. All such Responders shall be afforded fair and equal treatment with respect to such negotiations, and no such Responder shall be given information that would give that Responder a competitive advantage over any other.

17. Non-Discrimination Policy: Lakes Regional Community Center does not discriminate against any individual or vendor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation

18. Limitations: Any Respondent currently held in abeyance from or barred from the award of a Federal or State contract may not contract with Lakes Regional Community Center.

19. Consideration: For an offer to be considered, the Respondent must meet Lakes Regional Community Center's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by Lakes Regional Community Center.

20. Contract: In the event Respondent and Lakes Regional Community Center are satisfied with the proposal submission and its conditions in its entirety and no modification or

negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Respondent's anticipated agreement subject to refinement and negotiation can be obtained upon request to, beckyl@lakesregional.org

21. Termination of Contract: Lakes Regional Community Center reserves the right to terminate any resulting contract with thirty (30) days written notice.

22. Conflict of Interest: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitled C., Chapter 171. Additionally, no contractor who develops or drafts specifications, requirements, statements of work and/or procurement documents will bid or submit a proposal for award.

23. Successful Respondent Shall defend, indemnify and save harmless Lakes Regional Community Center or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.

24. Notice: Any notice provided by this proposal (or required by Law) to be given to the successful Respondent by Lakes Regional Community Center shall be deemed to have been given and received on the next day after such written notice has been deposited in the US mail by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

25. Contract Monitor: Lakes Regional Community Center shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between the Lakes Regional Community Center and the successful Respondent.

26. Invoices shall show all information as required and shall be mailed directly to Lakes Regional Community Center at P.O. Box 747 Terrell, TX 75160 or emailed to Building Manager, Richard Wilson at richardw@lakesregional.org as set out in the contract entered into by Center and Vendor.

27. Payment shall be made upon receipt of valid invoice and approval by Lakes Regional Community Center's Building Manager, in accordance to agreed upon work completion schedule and payout schedule. To ensure prompt payment, invoices shall have a purchase order number, description of service provided, unit and total price, as well as vendors name and address.

28. Assignment: The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Lakes Regional Community Center.

29. Order of Precedence: Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.

- A. Request for Proposal Instructions and Conditions
- B. Proposal Documents and Procedures, if any.
- C. Other documents, exhibits and attachments

30. Applicable Law and Venue: The contract issued by way of this RFP shall be governed, construed and interpreted under the laws of the State of Texas. Venue for any litigation arising under the contract shall lie in Lamar County, Texas.

31. Advertising: Vendor shall not advertise or publish without Lakes Regional Community Center's prior written consent the fact that Lakes Regional Community Center has entered into a contract, except to the extent necessary to comply with proper requests of information from an authorized representative of the federal, state or local government. Vendor is prohibited from using contract award information, sales/values/volumes in sales brochures or other promotions, including press releases, unless prior written consent is obtained from Lakes Regional Community Center.

32. Business Associate: The selected vendor agrees that they may be a Business Associate as that term is defined under 45 CFR 164.502(e), 164.504(e), 164.532(d) and (e), and as such, will execute a Business Associate Agreement with Lakes Regional Community Center concurrent with the execution of any contract or agreement for services.

33. Termination and Funding: Should the vendor not meet the requirements of the contract; Lakes Regional Community Center may terminate the contract within thirty (30) days with written notice. In this case, Lakes Regional Community Center may award the remainder of the contract to the next best vendor.

This agreement is subject to termination, without penalty, either in whole or in part, if funds are not appropriated or are discontinued. In this instance, Lakes Regional Community Center may cancel this contract by giving thirty (30) days written notice to the vendor.

34. Insurance: Successful Proposer shall maintain, at all times during its performance under the Contract, insurance coverage in not less than the following amounts per policy year:

General Liability: Two million dollars (\$2,000,000) per claim
 Three million dollars (\$3,000,000) aggregate of all claims

General Liability policy shall also include a waiver of subrogation in favor of Lakes Regional Community Center.

Automobile Liability: If a Successful Proposer-owned vehicle is used in the provision of goods/services pursuant to a Contract, Successful Proposer must maintain automobile liability insurance coverage in the amount of at least one million dollars (\$1,000,000) combined single limit, with hired and non-owned coverage included.

If a vehicle not owned by the Successful Proposer is used in the provision of goods/services pursuant to a Contract, the owner of such vehicle must maintain State of Texas required basic vehicle insurance coverage at all times.

Worker's Compensation: Must meet statutory limits. Worker's Compensation policies shall also include a waiver of subrogation in favor of Center.

Employer Liability: One million dollars (\$1,000,000) per accident
One million dollars (\$1,000,000) per disease per employee
One million dollars (\$1,000,000) disease policy limit

Cyber Liability: Coverage to include defense for liability from copyright infringement and loss of income.

And such other insurance coverage, each to the extent required and in such amounts as may be reasonably required by Lakes Regional Community Center or as may otherwise be required by applicable law.

Successful Proposer is responsible for obtaining and maintaining any riders or other documents necessary to ensure that the coverage described above includes the Services. A legally qualified insurance company acceptable to Lakes Regional Community Center must underwrite all insurance coverage listed above. Each policy evidencing such coverage shall name Lakes Regional Community Center as an additional insured on that policy (but specifically excluding policies of personal automobile liability), and shall contain a provision (to the extent legally permitted) that the insurance company shall give Lakes Regional Community Center as a certificate holder thirty (30) days written notice in advance of (a) any cancellation or non-renewal of the policy, (b) any reduction in the policy amount, (c) any deletion of additional insureds, or (d) any other material modification of the policy. Successful Proposer will name Lakes Regional Community Center as additional insured on each policy within 14 days of being awarded a Contract by Lakes Regional Community Center.

35. **Criminal and Background Checks:** Successful Proposer(s) must ensure that no person will provide Services under a Contract with Lakes Regional Community Center if that person has been convicted of any of the offenses listed in the Texas Health and Safety Code, Section 250.006(a).

36. **Eligibility to work in the United States:** Successful Proposer(s) shall ensure that it and each person who provides services under a Contract is eligible to work in the United States at the time he/she provides Services, and shall document such eligibility using USCIS Form I-9 for all such persons and maintain such documentation for at least six (6) years after the Contract ends, and make such documentation available to Lakes Regional Community Center upon request.

V. REQUIRED DOCUMENTATION AND PROCEDURES FOR SUBMITTING PROPOSAL

Each proposal response must include the following items:

1. Title Page - Title page must show the **RFP #05-2024** and subject; the vendor's name; the name, address, and telephone number of a contact person; and the date of the proposal.
2. Responder shall respond to each of the following items completely by restating each exactly as written and then providing a response.
 - i. Provide the name, legal status (e.g. nonprofit, sole proprietorship, partnership, corporation, etc.), address and contact telephone number of Proposer. Provide the name of all persons owning a 5% or more interest in Proposer's business.
 - ii. Include a copy of Proposer's financial statements (including balance sheets) from the past three (3) years.
 - iii. Does Proposer meet the requirements for qualification as a Historically Underutilized Business ("HUB") per Section 2161.001(2) of the Texas Government Code? Attach a copy of any current HUB certificate to this Proposal.
 - iv. Provide a current Certificate of Account Status from the Texas Secretary of State which shows that Proposer is in good standing or that it is exempt from the state franchise tax.
 - v. Provide copies of Proposer's current insurance coverage, with coverage to be at minimum those amounts described in the "Insurance" portion of the "Conditions" section, above.
 - vi. Provide copies of any and all of Proposer's required federal, state, and/or local licenses and/or certifications required with respect to the Services.
 - vii. State whether Proposer is currently on or has ever been placed on vendor hold by any agency or business. If "yes", provide pertinent dates and a detailed explanation.
 - viii. State whether Proposer is currently or has ever been a defendant or party to a lawsuit. If "yes", provide the cause number, names of parties, name of the court in which the lawsuit was filed, pertinent dates and a detailed explanation of the nature of the lawsuit and the ultimate disposition of the lawsuit.
 - ix. State whether Proposer is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
 - x. State whether Proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

- xi. Provide the names, telephone numbers, and addresses of at least three business references for whom Proposer provides services in Lamar County, Texas that are similar to the Services or provides similar services at a community center in Texas.
3. **Ability to perform Scope of Work:** The Respondent must outline in the proposal an initial program strategy for Scope of Work to include a developed strategy, execution and task management.

Scope of Work as Follows:

- 1. Trades (See Addenda 1)
 - a. Existing Conditions
 - b. Addition
 - 2. Civil Site Plan (See Addenda 2)
 - 3. Geo Report (See Addenda 3)
 - 4. Architectural Plans (See Addenda 4)
4. Transmittal Letter - Submit a signed letter briefly addressing your understanding of the work to be done, the commitment to do the work detailed within this RFP and a statement explaining why the vendor believes itself to be best qualified to do the required work.
5. Pricing - Respondents may provide pricing in the format of their choice. The pricing must be based on the requirements as listed in the Scope of Work and identify the total contract amount for the initial contract term of twelve months. Prices for indirect costs must also be listed. Lakes Regional Community Center will not accept or agree to any indirect costs not included in Respondent's proposal. Lakes Regional Community Center reserves the right to negotiate all pricing prior to the award of the contract.
6. Responder's Representative - Include the name and title of the designated individual(s), along with respective telephone number(s) and email address(es), who will be responsible for answering technical and contractual questions regarding the proposal.
7. Assurances and Certifications – Responder must submit the required Assurances and Certifications located in Attachment C.
8. Additional documents to be submitted:
If your pricing is a government/county pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, DIR, Choice Partners, National IPA, HGAC, Harris County)

VI. EVALUATION CRITERIA

Lakes Regional Community Center reserves the right to award contract(s) without any negotiations and reserves the right to not make an award. Respondents are encouraged to provide their best response to the scope of work contained in the solicitation. Based upon Lakes Regional Community Center's evaluation of the responses to this RFP, Center will determine if there is a need to request a Best and Final Offer (BAFO). A request for a BAFO will be at the sole discretion of Lakes Regional Community Center and will be requested in writing from the Respondents determined to be within the competitive range.

6.1 EVALUATION CRITERIA. The award will be made to the Respondent(s) whose offer(s) provides the best value for Lakes Regional Community Center and is in Lakes Regional Community Center's best interest as defined in §2155.074, Gov't Code. The following criteria will be used to evaluate all proposals and determine the best value:

1. The Respondent's demonstrated experience (five years or more), creativity and quality in design and production services, strategic communications planning, media relations or digital media, and/or conference promotion. The Respondent's experience performing the requested services preferably for a community center serving those with mental illness, intellectual and developmental disabilities, and substance use disorders or for other complex entities, agencies or institutions.
2. The submitted pricing to provide the services.
3. An outline of an effective plan for implementing communication projects, including estimated timelines for various projects and time needed for meetings with Lakes Regional Community Center staff. Include Respondent's role or each of the following phases: strategy development, initial implementation, and finalization of the project.
4. The qualifications, education, and experience of the Respondent's team leader, who will have responsibility for managing the contract and being the point of contact with Lakes Regional Community Center, and team members who will have responsibility for carrying out tasks under the direction of the team leader.
5. The quality of references from previous or current clients. Respondents must have a demonstrated track record of timely performance, quality and integrity. Client references should include contact information, including email addresses.

To ensure the relative importance of each criteria, responses will be evaluated by the following percentage:

1	Demonstrated Experience, Creativity and Quality of Work	25%
2	The Submitted Pricing to Provide the Services	40%
3	Plan Outline for Implementing Communication Projects	15%
4	The Qualifications, Education and Experience of the Team Lead and Support Team Members	15%
5	The Quality of References from Previous or Current Clients	5%
	Total	100%

Lakes Regional Community Center reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of proposals confers no legal rights upon any respondent.

Lakes Regional Community Center will determine whether negotiations or BAFOs are necessary and may invite selected Respondents to provide in-person presentations of their proposals. Respondents should be aware that sealed proposals and information regarding sealed proposals cannot and will not be disclosed to Respondents or the general public prior to award of the contract(s).

6.2 RESERVATIONS OF RIGHTS. The rights of Lakes Regional Community Center include, but are not limited to:

1. Rejection of any and all proposals received.
2. Cancellation of the RFP at its sole discretion.
3. Suspension of the procurement process.
4. Request Respondents to clarify their proposal and/or submit additional information pertaining to the proposal, including issuance of RFP addenda.

This RFP does not commit Lakes Regional Community Center to make an award, nor does it obligate it to pay any costs incurred by Respondents in the preparation and submission of proposals in anticipation of a contract. Should an award be made, a notice of award will be issued. This award will be contingent upon the funding by the Legislature being available in each subsequent fiscal year.

VII. ASSURANCES, CERTIFICATIONS, OTHER DOCUMENTS

Attachment	A	Vendor Profile
Attachment	B	Signature Page
Attachment	C	Assurances Document
Attachment	D	Conflict of Interest Questionnaire
Attachment	E	Form W-9

VIII. PERFORMANCE STANDARDS AND COMPLIANCE

1. Successful Proposer's goods and/or services will be of a standard quality and level of professionalism expected of those businesses engaged in the delivery of similar goods and/or services. The methods and means employed in the delivery of the Services must be of a standard that will withstand both public and private scrutiny, and be in compliance with all applicable laws, statutes, regulations and ordinances as may be amended from time to time including, but not limited to, the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
2. Successful Proposer will ensure that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, genetic characteristics, age, disability, or political affiliation will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any applicable law or regulation, or under any of the policies of the Texas Health and Human Services Commission or its related agencies (collectively, "HHSC") or Center.
3. Lakes Regional Community Center reserves the right to retain all performance by any Successful Proposer, and to recover all consideration paid to any Successful Proposer pursuant to a Contract thus permitting forfeiture of such Contract, in the event that Proposer (a) was doing business at the time of submitting the Proposal or had done business during the 365 day period immediately prior to the date on which the Proposal was due with an undisclosed key person, (b) does business with a key person after the date on which the Proposal is due and prior to full performance of the Contract and fails to disclose the name of any such key person in writing to Lakes Regional Community Center prior to commencing business with such key person, or (c) fails to submit a completed Form CIQ (see Attachment B) if required to do so by Chapter 176 of the Texas Local Government Code. A Key Persons List is attached to this RFP as Attachment A.
4. Successful Proposer shall perform assigned work in a prompt, efficient, and professional manner. If a Successful Proposer cannot provide the Services within the Contract requirements, Lakes Regional Community Center reserves the right to solicit and/or procure any or all such Services outside the Contract and/or terminate the Contract.
5. Successful Proposer will provide at its sole cost all necessary supplies, equipment, software, technology support and other items in order to perform the services properly as defined in the Contract.
6. Any Contract may be terminated for any reason or without cause by Lakes Regional Community Center by submission of written notice of at least 30 days.
7. Successful Proposer must have and maintain at all times during the existence of any Contract any and all required federal, state, and/or local licenses with respect to the Services covered by the Proposal.

ATTACHMENT A

Center's Key Persons List as of		
Board of Trustee Members	Title	Address
Tom Brown	Board Chair	Hunt Co.
Jan Brecht-Clark, PhD	Board Vice Chair	Delta Co.
Margaret Webster	Board Secretary	Kaufman Co.
Steve Earley	Board Treasurer	Lamar Co.
Shae Green	Board Member	Rockwall Co.
Nancy Leflet	Board Member	Titus Co.
Crystal Richardson	Board Member	Navarro Co.
Dana Sills	Board Member	Hopkins Co.
E.P. Pewitt	Board Member	Morris Co.
Lisa Heine	Board Member	Ellis Co.
Sheriff Ricky Jones	Board Member	Franklin Co.
Center Executive Management	Title	Address
John Delaney	Chief Executive Officer	PO Box 747 Terrell, Tx 75160
Erwin Hancock	Chief Financial Officer	PO Box 747 Terrell, Tx 75160
Procurement Team	Title	Address
Richard Wilson	Building Facilities Manager	PO Box 747 Terrell, Tx 75160
Erwin Hancock	Chief Financial Officer	PO Box 747 Terrell, Tx 75160
Becky Lewis	Accounting/Purchasing Specialist	PO Box 747 Terrell, Tx 75160
Cinthya Cheta	Purchasing Coordinator	PO Box 747 Terrell, Tx 75160

**ATTACHMENT B
SIGNATURE PAGE**

The attached proposal application is being submitted in response to the **RFP #05-2024**. The proposal is a firm offer and shall remain an open offer, valid for one hundred twenty (120) days from the date of this document.

Lakes Regional Community Center in its sole and absolute discretion shall have the right to award contracts for any or all materials listed in each proposal, shall have the right to reject any and all proposals and shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one vendor.

I understand that this proposal will be reviewed and evaluated according to the procedures indicated in this RFP.

Authorized Signature	Company Name
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Typed or Printed Name	Street Address
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Title	City, State, Zip Code
-------	-----------------------

Telephone Number	Fax Number
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Email Address

ATTACHMENT C ASSURANCES DOCUMENT

For purposes of this *Attachment C* the term “local government officer” with respect to Lakes Regional Community Center means a member of Lakes Regional Community Center’s Board of Trustees (see *Attachment A*), Center’s Chief Executive Officer (see *Attachment A*), and/or an agent of the Center who exercises discretion in the planning, recommending, selecting, or contracting of the Contract (see *Attachment A*). The term “local public official” with respect to Center means a member of Lakes Regional Community Center’s Board of Trustees (see *Attachment A*), or another Center officer who exercises responsibilities beyond those that are advisory in nature (see *Attachment A*).

The term “family member” means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573 of the Texas Government Code. The term “family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Proposer Assures the Following:

1. Proposer has received all addenda and attachments to the RFP as distributed by Lakes Regional Community Center.
2. Proposer will not make any attempt to induce any person or firm to submit or not submit a Proposal.
3. Proposer will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, gender identity, genetic characteristics, veteran status, disability or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any Contract, under any of the policies of HHSC or Lakes Regional Community Center. Proposer does not discriminate in its service or employment practices on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic characteristics, national origin, disability, veteran status, age or political affiliation.
4. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
5. Proposer accepts Lakes Regional Community Center’s right to alter the timetables for procurement as set forth in the RFP.
6. The Proposal submitted by Proposer has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
7. Unless otherwise required by law, the information in the Proposal submitted by Proposer has not been knowingly disclosed by Proposer to any other Proposer.

8. No claim will be made for payment to cover costs incurred in the preparation or the submission of the Proposal or any other associated costs.
9. The individual signing this Assurances Document is authorized to legally bind Proposer.
10. Proposer agrees to follow all applicable federal, state, county, and local laws, regulations, codes, standards, and all applicable Lakes Regional Community Center policies and procedures if chosen as the Successful Proposer.
11. No employee, local government officer or any family member thereof has directly or indirectly received any gift(s) with an aggregate value of more than \$100 in the 12-month period preceding the date the local government officer becomes aware that Center is considering entering into a Contract with Proposer, but excluding a political contribution defined by Title 15 of the Texas Election Code, or food accepted as a guest. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such interests by including a completed Form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Proposal. *See Attachment A.*
12. Proposer does not have a family relationship with a local government officer of Center. If such family relationship exists, Proposer must disclose any knowledge of such relationships by including a completed Form CIQ, a copy of which is attached to this Assurances Document with the submitted Proposal. *See Attachment A.*
13. Proposer does not have any employment or business relationship with any corporation or other business entity with respect to which any local public official of Lakes Regional Community Center or any family member thereof serves as an employee, officer or director, or holds an ownership interest and no local public official of Lakes Regional Community Center or family member thereof has an employment or business relationship with Proposer, or holds an ownership interest in Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships in a written statement included with this signed Assurances Document.
14. Proposer shall disclose in a written statement included with this signed Assurances Document whether any of the directors or personnel of Proposer has either been an employee or a trustee of Lakes Regional Community Center within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as a Key Person. If such employment has existed, or any term of office been served, include in the written statement the nature and time of the affiliations as defined.
15. Proposer does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of Lakes Regional Community Center either serves as an employee, officer or director, or holds an ownership interest of one percent or more, and no local public official of Lakes Regional Community Center or family member thereof has an employment or business relationship with Proposer, or holds an ownership interest in Proposer. If Proposer is unable to make this

affirmation, then Proposer must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Proposal. *See Attachment A.*

16. No former employee or officer of HHSC and/or Lakes Regional Community Center directly or indirectly aided or attempted to aid in procurement of Proposer's service.
17. No local government officer or family member thereof is receiving or is likely to receive taxable income, other than investment income, from Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Proposal. *See Attachment A.*
18. Under Section 231.006, 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. For purposes of the foregoing sentence, "vendor or applicant" shall mean Proposer; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to a Successful Proposer pursuant to this RFP.
19. Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
20. Proposer is currently in good standing for payment of all applicable state tax.
21. Proposer is in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, or otherwise excluded from participation in federal, state, county or city contract or grant programs; is not delinquent on any repayment agreements; has not had a required license or certification revoked; has not had a contract terminated by HHSC; and has not voluntarily surrendered an obligation issued by HHSC or any other entity within the past three (3) years.
22. Proposer agrees to provide the Services described in this RFP at the rate(s) of payment described in the Proposal.
23. Proposer is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
24. Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP.
25. This Proposal shall remain in full force and effect until 5/27/2024 and may be accepted by Lakes Regional Community Center at any time prior to this date.

26. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Proposer agrees that the Contract can be terminated if the Proposer knowingly or intentionally fails to comply with a requirement of that Subchapter.

The Organization or Individual named below offers and agrees to furnish all labor, materials, and services offered within the designated time frame for the amount to be agreed upon and upon conclusion of a successful contract.

Signature of Applicant or Applicant's Authorized Representative

Date

Printed Name

Title

Organization

**ATTACHMENT D
CONFLICT OF INTEREST QUESTIONNAIRE**

Please retrieve CIQ Form from the following website:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

(Attach completed CIQ Form as part of your proposal)

A signature is required in Box 7 regardless of any other entry on the form.

**ATTACHMENT E
FORM W-9**

Request for Taxpayer Identification Number and Certification

Vendors are to complete a W-9 Form and submit with Proposal Documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Addenda 1

Trades to be Included but not limited to;

**Lakes Regional Community Center
New Addition/Remodel
2915 N. Main Paris, Tx 75460**

Trades to be Included but not limited to;

**Demolition
Soil Prep
Concrete
Welding
Wood Framing
Drywall
Electrical
HVAC
Plumbing
Insulation
Tape & Bed
Painting
Communications
Flooring
Acoustical Ceilings
Finish Carpentry
Windows
Doors & Hardware
Signage
Lighting
Parking lot striping
Final Cleaning
Supervision**

Addenda 2

Civil Site Plans

[Civil Site Plans- 2915 N. Main Paris.pdf](#)

Addenda 3

Geotechnical Engineering Services Report

[GEO REPORT - Medical Office Additions at 2915 N Main St.pdf](#)

Addenda 4

Architectural Plans

[LRCC PARIS - LAYOUT-ARCHITECTURAL PLANS.pdf](#)