

**DRAFT**

**REQUEST FOR PROPOSALS  
DEVELOP AND IMPLEMENT A STRATEGIC MARKETING PLAN  
FOR ENROLLMENT GROWTH OF THE NUECES AID PLAN**

**RFP No. 2021-01**

Issued: **September 28, 2021**

**Mail or Deliver proposal to:**

Nueces County Hospital District  
Attn: Melissa Quintanilla  
555 N. Carancahua, Suite 950  
Corpus Christi, TX 78401-0835

**Pre-Proposal Conference:**

**October 12, 2021**  
at 10:00 AM, Central Daylight  
Time **via Zoom**

**Contact for RFP Inquiries:**

Nueces County Hospital District  
[belinda.chism@nchdcc.org](mailto:belinda.chism@nchdcc.org)  
Belinda Chism  
555 N. Carancahua, Suite 950  
Corpus Christi, TX 78401-0835  
Phone: 361-808-3330  
Fax: 361-808-3279

**Proposals Due Date/Time:**

**October 26, 2021**  
at 2:00 PM, Central Daylight  
Time

**DRAFT**

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**NUECES COUNTY HOSPITAL DISTRICT  
REQUEST FOR PROPOSAL  
DEVELOP AND IMPLEMENT A STRATEGIC MARKETING PLAN FOR ENROLLMENT  
GROWTH OF THE NUECES AID PLAN  
RPF# 2021-01**

|                                   |
|-----------------------------------|
| <b>Section 1<br/>RFP Overview</b> |
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**1.1 GENERAL HOSPITAL DISTRICT INFORMATION**

The purpose of this Request for Proposals (RFP) is to solicit written proposals for Development and Implementation of a Strategic Enrollment Marketing Plan (SMP) for Enrollment Growth of the Nueces Aid Plan. The services sought by Nueces County Hospital District (“NCHD or The District”) is the development and implementation of a marketing plan for enrollment growth that is more fully described in Section 4 of this RFP.

NCHD is a political subdivision and special district of the State of Texas, having been created by the voters of Nueces County, Texas in an election held in 1968, pursuant to Article IX, Section 4 of the Texas Constitution. The District is operated in accordance with Chapter 281, Texas Health and Safety Code. The District is governed by a seven-member Board of Managers appointed by the Nueces County Commissioners Court. The Board members elect a Chairman from within the seven-member Board. The District employs a staff of 24 employees, which consist of administrative staff, eligibility counselors, and support personnel to facilitate operations of the District’s statutorily-obligated indigent health care program. The SMP sought by this RFP generally supports the indigent health care program. The District no longer operates a hospital facility or any clinics but continues to provide for its statutory healthcare obligation through an agreement with Christus Spohn Health System Corporation.

Program activities occur at four locations: the District’s Administrative Office and three eligibility determination offices. The District’s Administrative Office is located at 555 N. Carancahua, Suite 950, Corpus Christi, Texas. The eligibility determination offices are located within District-owned facilities leased by Christus Spohn as follows: Christus Spohn Memorial Hospital, 2606 Hospital Boulevard, Corpus Christi; Christus Spohn Family Health Center, 4617 Greenwood Drive, Corpus Christi; and Christus Family Health Center, 1038 Texas Yes Boulevard, Robstown, Texas. Staff

activities are directed by an Administrator/Chief Executive Officer who reports to the District's Board of Managers.

Additional information is available at [www.nchdcc.org](http://www.nchdcc.org) .

## 1.2 NUECES AID PROGRAM

The Nueces County Indigent Healthcare Program or Nueces Aid Program provides access to healthcare for Nueces County residents who do not qualify for any other state or federal medical assistance programs. County residents must meet residency, income and resource guidelines to qualify for assistance under the program.

Benefits under the Nueces Aid program are as follows:

- Primary Care Services
- Specialty Care Services
- Medical Dental Care Services
- Pharmacy Services
- Home Health Services
- Quick Care Services
- Emergency Services
- Inpatient Hospital Services
- Outpatient Hospital Services
- Medically Necessary Skilled Nursing Services

Some benefits listed above may require physician authorization but are available as applicable.

Over the last few years, enrollment in the Nueces Aid Program has consistently declined. However, a significant decrease has been experienced since the beginning of the COVID-19 Pandemic in 2020. Therefore, this RFP seeks an offeror to develop and implement a marketing plan that will increase enrollment and provides access to care for those who meet program criteria.

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| <b>Section 2</b><br><b>General RFP Terms, Conditions and Information</b> |
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2.1 **PURPOSE AND ISSUING AUTHORITY:** NCHD is seeking proposals from qualified Offerors to provide comprehensive **SMP** as said services are generally described in this RFP. This RFP has been issued by NCHD under its delegated authority utilizing the procedure of Texas Local Government Code.

2.2 **FUNDING FOR CONTRACT:** Funds for the contract resulting from this RFP are those of NCHD and are available for the initial contract year. Funding for subsequent years is subject to continued annual budget appropriation by NCHD.

- 2.3 **ETHICAL CONDUCT:** Offeror shall have an obligation to act in ways that will merit the trust, confidence, and respect of NCHD and the general public. Offerors shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any Board member, officer, or employee of NCHD; CHRISTUS Spohn Health System Corporation; or CHRISTUS Spohn Hospital Memorial.
- 2.4 **RESERVATION OF RIGHTS:** It is understood that NCHD reserves the right to accept or reject any and/or all proposals for any or all services covered by this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall determine to be in the best interest of NCHD, in its sole discretion.
- 2.5 **CLARIFICATION OF SERVICES TO BE PROVIDED:** In the event any Offeror contemplating submitting a proposal in response to this RFP is in doubt as to the meaning of the services to be provided, it may submit a written request for clarification to the point of contact identified in Section 3.5 of this RFP, not less than seven (7) calendar days prior to the proposal Due Date/Time as identified in Section 3.2.1 of this RFP.
- 2.6 **MODIFICATIONS TO RFP:** NCHD reserves the right to modify the general description and scope of the services sought in this RFP by issuing written addenda detailing any such modification(s).
- 2.7 **ADDENDA TO RFP:** Any interpretations, clarifications, corrections, modifications, or changes to this RFP and related specifications will be made by written addenda issued by NCHD. Addenda, if any, will be shown on the District's website, [www.nchdcc.org](http://www.nchdcc.org), under the section titled "Working with NCHD". All such addenda become, upon issuance, a component of this RFP. All Offerors submitting a proposal shall acknowledge receipt of addenda, if any, in their proposal.
- 2.8 **MODIFYING PROPOSAL:** A submitted proposal may be modified in writing anytime prior to the Due Date/Time. However, no telephone, telegraphic, facsimile, electronic mail, or other electronically transmitted modifications will be accepted. The Offeror shall submit the modified replacement pages in the appropriate number of copies, including an original, with a transmittal letter summarizing the modifications and listing the specific pages to be replaced. The signature on the transmittal letter must be original and of equal or higher authority as the signature on the original proposal.
- 2.9 **WITHDRAWAL OF PROPOSAL:** A submitted proposal may be withdrawn by the Offeror at any time prior to the Due Date/Time. To withdraw the proposal, the Offeror shall submit a letter to NCHD indicating such withdrawal any time prior to the Due Date/Time. The signature on the letter must be original and must be of equal or higher authority as the signature on the submitted proposal. A proposal may be withdrawn in person. A withdrawn proposal may be resubmitted, with or without modifications, any time prior to the Due Date/Time.
- 2.10 **PUBLIC ACKNOWLEDGMENT OF PROPOSALS:** Receipt of proposals will be

publicly acknowledged in NCHD's Board of Managers Meeting Room located at 555 North Carancahua, Suite 950-A in Corpus Christi, Texas at the Due Date/Time stated in Section 3.2.1. Offerors, their representatives, and interested persons are welcome to attend the public acknowledgement. Proposals will be acknowledged only as to their presence. (See also Section 3.3.1)

- 2.11 **PROPOSAL PREPARATION AND SUBMISSION EXPENSES:** It is understood that NCHD assumes no expressed or implied obligation to reimburse Offeror for any expense, in whole or in part, incurred by Offeror in preparing and submitting proposals in response to this RFP solicitation, and NCHD shall not reimburse any person or Offeror for these expenses. NCHD shall consider proposals from all responsible, responsive Offerors, provided that their respective proposals are prepared and submitted in accordance with the terms, conditions, and provisions of this RFP.
- 2.12 **SALES TAX EXEMPTION:** NCHD's purchase of services is exempt from City, State and most Federal Taxes. Proposals should not include exempted taxes, including sales tax.
- 2.13 **COMPLIANCE WITH LAWS:** Proposals must comply with all federal, state, county, and municipal laws, if any. All services provided under the contract resulting from this RFP shall comply with federal, state, county, and municipal rules, codes, regulations, laws, and executive orders.
- 2.14 **REQUIRED DOCUMENTATION:** Offeror shall provide with its proposal, all documentation required by this RFP. Failure to provide this information will result in rejection of the proposal.
- 2.15 **EXCEPTIONS/SUBSTITUTIONS:** All proposals addressing the services sought under this RFP shall be considered for award, provided they are submitted in accordance with the terms, conditions, and provisions contained in this RFP. Offerors taking exception to any specification(s) set forth in the RFP may offer a substitute. Offerors submitting substitutions shall state and list each exception(s) in an attachment to their proposal. The absence of such a statement and listing shall indicate that the Offeror has not taken exceptions to any specification(s) in the RFP and NCHD will hold the Offeror responsible to perform the services sought under this RFP. NCHD expressly reserves the right to accept all, any, or none of the exception(s) and/or substitution(s) as it deems to be in the best interest of NCHD as it shall determine in its sole discretion.
- 2.16 **SILENCE OF SERVICE OR OTHER SPECIFICATIONS:** The apparent silence of the service or other specifications contained in this RFP as to any detail or to the apparent omission from it of a detailed description concerning any point, if any, shall be regarded as meaning that only best practices will prevail. All interpretations of these specifications shall be made solely by NCHD on the basis of this statement.
- 2.17 **FAIR LABOR STANDARDS:** Successful Offerors shall affirm compliance with all applicable federal, state, county and municipal fair labor laws. Affirmation by Offeror

shall be performed under Contractor's representations and warranties in the final contract resulting from this RFP.

2.18 **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS:** The successful Offeror will affirmatively demonstrate that it:

2.18.1 has a satisfactory record of performance;

2.18.2 has a satisfactory record of integrity and ethics; and

2.18.3 is otherwise qualified and eligible to receive an award.

NCHD reserves the right to request documentation from Offeror sufficient to determine the Offeror's ability to meet these minimum standards or others determined by NCHD to be essential to the effective delivery of the services sought under this RFP. (See Selection Criteria shown in Section 5.2)

2.19 **ABILITY TO CONTRACT:** Any Offeror currently held in abeyance from or barred from an award from the *Texas Medicaid Drug Program*, any Texas hospital district indigent healthcare program, or any Texas county indigent healthcare program may not contract with NCHD. Affirmation by Offeror shall be performed under Contractor's representations and warranties in the final contract resulting from this RFP.

2.20 **PROPOSAL CONSIDERATION:** For a proposal to be considered, the Offeror must meet NCHD's requirements, terms, conditions, and demonstrate the ability to perform successfully and responsibly under the terms, conditions, and provisions of the prospective contract, and submit the completed proposal according to the terms, conditions, and provisions of this RFP.

2.21 **CONTRACT REQUIRED:** A formal contract for performance of the services sought by this RFP will be developed by NCHD after negotiation and award. The Offeror receiving the award is required to enter into this Contract as a condition of the award.

2.22 **TERMINATION OF CONTRACT:** NCHD reserves the right to terminate any resulting contract with sixty (60) days written notice to Contractor. Other contract termination provisions will also apply.

2.23 **INDEMNIFICATION:** The successful Offeror shall defend, indemnify, and save harmless NCHD, all its Board members, officers, employees, and agents from all litigation, lawsuits, 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 Offeror, or its agents, in the performance of any contract which may result from a proposal award under this RFP. The successful Offeror shall pay any judgment cost which may be obtained against NCHD arising out of such injury or damages, including related attorneys fees and court costs incurred by NCHD.

- 2.24 **NOTICES:** Any notice provided by this proposal (or required by law) to be given to the successful Offeror by NCHD under the resulting Contract shall be deemed to have been given and received on the third (3rd) day after such written notice has been deposited with the United States Postal Service in Corpus Christi, Texas, by Registered or Certified Mail, Return Receipt Requested with sufficient postage affixed thereto, addressed to the successful Offeror at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 2.25 **CONTRACT ADMINISTRATOR:** NCHD will appoint a Contract Administrator with designated responsibility to ensure Contractor's compliance with the Contract's terms, conditions, and provisions. The Contract Administrator will also serve as the liaison between NCHD and the successful Contractor.
- 2.26 **BILLING INVOICES:** Billing invoices shall show all information as required by the Contract and shall be mailed directly to the NCHD address identified in the contract entered into by NCHD and Contractor.
- 2.27 **ACCOUNTING RECORDS:** The successful Offeror/Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the resulting Contract in accordance with generally accepted principles of accounting, record retention laws, and other procedures which may be specified by NCHD. Financial and accounting records shall be made available at no charge, upon request, to NCHD and/or its agents at any time during the contract period and any emergencies or written extension thereof and for five (5) years from the expiration date and final payment on the contract or extension thereof.
- 2.28 **REFUND OF OVERPAYMENT:** If any inspection or audit of Offeror's/Contractor's records discloses any overpricing of products or errors in the use of rates or otherwise resulting in overpayment by NCHD, the amount of the overpayment, plus interest at prevailing rates during the period of overpricing, shall be refunded to NCHD promptly upon demand by cashiers check, or NCHD may, at its option, withhold such overpayment from any amounts otherwise due the Offeror/Contractor.
- 2.29 **PAYMENT FOR SERVICES:** Payment for services will be made in accordance with the terms, conditions and provisions set forth in the resulting Contract.
- 2.30 **ASSIGNMENT:** The successful Offeror may not sell, assign, transfer, or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of NCHD.
- 2.31 **INCONSISTENCY/ORDER OF PRECEDENCE:** Any inconsistency in this RFP or in the resulting Contract shall be resolved by giving precedence in the following order:
- A. Specific RFP Terms, Conditions, and Information
  - B. General RFP Terms, Conditions, and Information
  - C. Assurances and Certifications
- 2.32 **CONFLICT OF INTEREST:** State Law requires that no one connected with NCHD



shall have a substantial interest in the business entity who is awarded the contract resulting from this RFP, pursuant to Texas Local Government Code, Chapter 171. A person has a substantial interest in a business entity under this statute if: (i) the person owns 10% or more of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity; (ii) funds received by the person from the business entity exceed 10% of the person's gross income for the previous year; or (iii) a person has an interest in real property and the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. No local public official shall have an interest in the entity who is awarded a contract resulting from this RFP if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Texas Government Code, has a substantial interest as identified above. **NOTE:** Pursuant to Texas Government Code, §573.022, two individuals are related to each other by consanguinity if: (i) one is the descendant of the other; or (ii) they share a common ancestor. Pursuant to Texas Government Code, §573.024, two individuals are related to each other by affinity if: (i) they are married to each other; or (ii) the spouse of one of the individuals is related by consanguinity to the other individual.

- 2.33 **CONFLICT OF INTEREST QUESTIONNAIRE:** Chapter 176, Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local government entity or local government officer thereof to file a conflicts of interests disclosure questionnaire with the governmental entity prescribed.

The required Conflict of Interest Questionnaire Form (CIQ) (**Attachment C**) must be submitted to NCHD not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with NCHD.

- 2.34 **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** Section 2252.908, Texas Government Code, states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract that (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted the Certificate of Interested Parties from (Form 1295).

**Filing Process:** On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body with which the

business entity is entering into the contract.

Information regarding how to use the filing application is located at, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

- 2.35 **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL HOUSEBILL 89 VERIFICATION FORM:** Section 2271.002 of the Texas Government Code was enacted in 2017 and set out requirements for governmental entities. A contract between governmental entity with (i) a company that has 10 or more full-time employees; an (ii) the contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity, will be subject to Chapter 2271 of the Texas Government Code. Under Section 2271.002 of the Texas Government Code-Provision Required in Contract, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and (2) will not boycott Israel during the term of the contract.
- 2.36 **REFERENCES REQUIRED:** Each Offeror responding to this RFP shall provide a list of references where the Offeror's services (in whole or in part) are being provided and have been provided. Offeror shall provide at least two (2) references where Offeror's services are currently being provided and at least one (1) reference where Offeror's past services have been provided during the preceding three (3) years. The reference listing presented by Offeror shall include organization name, contact person in authority, address, telephone number, electronic mail address, and description of services provided for each reference. **(Attachment B)**. By submitting list Offeror agrees that NCHD may contact any or all references listed regarding past services provided by Offeror to listee.
- 2.37 **SUBCONTRACTING:** The Offeror/Contractor shall not subcontract (in whole or in part) the Contract resulting from award of this RFP, except as approved in advance in writing by NCHD.

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| <b>Section 3</b><br><b>Nueces County Hospital District and RFP</b> |
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### 3.1 SCHEDULE OF EVENTS

The following is the schedule for selection and award of the District's solicitation:

| <u>Description</u>             | <u>Date</u>                     |
|--------------------------------|---------------------------------|
| Advertisements                 | July 17, 2021                   |
|                                | July 24, 2021                   |
|                                | July 31, 2021                   |
| <u>Pre-Proposal Conference</u> | August 3, 2021 @ 10:00 a.m. CDT |

|                                 |   |
|---------------------------------|---|
| <u>Written Inquiries Due</u>    | August 12, 2021 @ 2:00 p.m. CDT<br>Nueces County Hospital District<br>Attn: Belinda Chism<br>555 N. Carancahua, Suite 950<br>Corpus Christi, TX 78401-0835<br>Email: <a href="mailto:belinda.chism@nchdcc.org">belinda.chism@nchdcc.org</a> |
| <u>Proposal Due/RFP Opened</u>  | August 22, 2021 @ 2:00 p.m. CDT   |
| <u>Award RFP</u>                | September 6, 2021   |
| <u>Execute Contract</u>         | September 16, 2021  |
| <u>Commencement of Contract</u> | October 1, 2021   |

The abbreviation "CDT" denotes Central Daylight Time.

### 3.2 PROPOSAL SUBMISSION

- 3.2.1 **PROPOSAL DUE DATE AND TIME:** The due date and time for submission of an Offeror's original proposal and required copies to the Hospital District is **August 22, 2021 at 2:00 p.m., Central Daylight Time.** The Offeror's proposal and copies shall be delivered to the Hospital District's Accounting/Finance Office and be addressed and submitted to:

Melissa Quintanilla  
Human Resources/Purchasing Specialist  
Attention: RFP No. 2021-01  
Nueces County Hospital District  
555 N. Carancahua, Suite 950  
Corpus Christi, TX 78401-0835

- 3.2.2 **REQUIRED COPIES:** All proposal submissions shall include one (1) original, clearly marked as such, and two (2) copies, including any supplemental printed material referenced therein. The original and each copy shall be submitted in individual 3-ring binders.
- 3.2.3 **LATE SUBMISSION:** Proposals submitted after due date, or unsigned WILL NOT be considered and will be returned unopened if the Offeror is identified on the proposal delivery envelope. Proposals WILL NOT be accepted via transmittal telefax, telephone, facsimile or electronic communication equipment. The Offeror assumes the risk of the method of dispatch chosen. The Hospital District assumes no responsibility for delays caused by the U.S Postal Services, package delivery systems, or weather. Postmarking by the due date will not substitute for actual proposal receipt.

- 3.2.4 **DELIVERY CONTAINER AND MARKING:** The single container in which the original proposal and required copies are enclosed shall be sealed and marked on the outside as follows:

Request for Proposals  
Development and Implementation of a Strategic Enrollment Marketing  
Plan (SEMP) for Nueces Aid Plan Enrollment Growth  
RFP 2021-01

- 3.2.5 **ACCEPTANCE OF TERMS AND CONDITIONS:** Submission of a proposal shall be considered by the Hospital District as prima facie evidence that the Offeror has familiarized himself/herself with, and understands and accepts, the solicitation, its terms and conditions, etc., under which the agreement is to be awarded, administered, and performed, as set forth in this RFP. The Hospital District will not be responsible for any interpretations or misinterpretations of any oral instructions.
- 3.2.6 **OWNERSHIP OF PROPOSAL:** All materials submitted in response to this request become the property of the Hospital District and may become a part of any resulting contract. Award or rejection of a proposal does not change this right.
- 3.2.7 **SIGNATURE REQUIREMENTS:** Proposal must be signed by a duly authorized representative of the Offeror. Offeror shall use correct and complete legal names and titles.
- 3.2.8 **DURATION OF PROPOSAL OFFER:** The proposal constitutes an offer by the Offeror that shall remain open and irrevocable for a period of *ninety (90)* calendar days from the deadline for submitting proposals.
- 3.2.9 **ASSURANCES AND CERTIFICATIONS:** Offeror must submit and executed Assurances and Certification documentation attached hereto as **Attachment "A"**.

### 3.3 ORAL PRESENTATION AND NEGOTIATION

- 3.3.1 **CONFIDENTIALITY:** Pursuant to the Texas Local Government Code, and the Texas Government Code, Public Information Act, §552.110, proposals will be opened in a manner that acknowledges only their presence, that avoids disclosure of the contents to competing Offerors, and keeps the proposal secret during the process of negotiation. Proposals are available and open to the public inspection after the contract is awarded, except for trade secrets and confidential commercial and financial information contained in the proposals that has been identified as such by the Offeror. If an Offeror does not desire that trade secrets or confidential commercial and financial information be disclosed to the public, the Offeror should clearly identify

proposal data that it considers proprietary. If the District is requested to disclose any proprietary proposal data furnished to it by Offeror and that is so marked by Offeror that is subject to provisions of the Public Information Act, the District will notify the Offeror in writing of such request within ten (10) business days of receipt of the request. The Offeror so notified bears the burden of establishing that its trade secrets and/or confidential commercial and/or financial information should be withheld under the applicable Public Information Act exceptions intended to protect its interests.

3.3.2 **CLARIFICATION:** The Hospital District reserves the right to request clarification or additional information.

3.3.3 **ORAL PRESENTATION:** An oral presentation may be required after written proposals are received by the Hospital District. Each Offeror should be prepared to discuss and substantiate any of the areas of the RFP it has submitted, its own qualifications for the services rendered, and any other area of interest relative to this proposal.

3.3.4 **NEGOTIATION:** The Hospital District reserves the right to negotiate terms and conditions with the top contenders. The District also reserves the right to negotiate modifications to the proposal with a single Offeror without obligation to negotiate similar modifications with other Offerors. Modifications must be requested by the District. Unsolicited modifications without prior request by the District will not be accepted.

### 3.4 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference for interested Offerors will be held on **August 3, 2021 at 10:00 AM, Central Daylight Time** in NCHD's Board of Managers Meeting Room located at 555 North Carancahua, Suite 950-A in Corpus Christi, Texas. Attendance is recommended, but not mandatory. Offerors will be given a tour of the Administrative Office Server room and an offsite eligibility determination office location. To RSVP or for other pre-proposal conference related information, contact Melissa Quintanilla at (361) 808-3318 or [melissa.quintanilla@nchdcc.org](mailto:melissa.quintanilla@nchdcc.org).

### 3.5 POINT OF CONTACT

Informational questions regarding the contents of this RFP shall be submitted in writing not less than seven (7) calendar days prior to the Due Date/Time to:

**Belinda Chism**  
**Assistant Administrator**  
**Nueces County Hospital District**  
**555 North Carancahua, Suite 950**  
**Corpus Christi, Texas 78401-0835**  
**Telephone: (361) 808-3330**  
**Facsimile: (361) 808-3274**

E-mail: [belinda.chism@nchdcc.org](mailto:belinda.chism@nchdcc.org)

### **3.6 CONTRACT AWARD**

The award of the contract resulting from this RFP will be made to the responsible Offeror whose proposal is determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluative factors set forth in this RFP, pursuant to Texas Local Government Code, §262.030(b).

### **3.7 MODIFICATION AFTER CONTRACT AWARD**

After award of the contract but before the contract is made, NCHD's Administrator may negotiate one or more modification(s) of the contract if the modification(s) is/are in the best interests of NCHD and do not substantially change the scope of the contract or cause the contract amount to exceed the next lowest proposal.

### **3.8 BUSINESS ASSOCIATE AGREEMENT REQUIRED**

A formal agreement setting forth the terms and conditions under which NCHD Indigent Care Program enrollee "protected health information", as defined by the federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), as amended, and the related Privacy Rule (65 FR 82462), created or received by Offeror during and after the Term of Contract will be safeguarded and used or disclosed will be prepared by NCHD after negotiation and award. The Offeror receiving the award is required to enter into this agreement as a condition of the award. Generally, a business associate is a person or organization, other than NCHD's workforce, that performs certain functions or activities on behalf of, or provides certain services to, NCHD that involve the use or disclosure of individually identifiable health information.

**Section 4**  
**Specific RFP Terms, Conditions and Information**

**4.1 DESCRIPTION OF SERVICES PROVIDED**

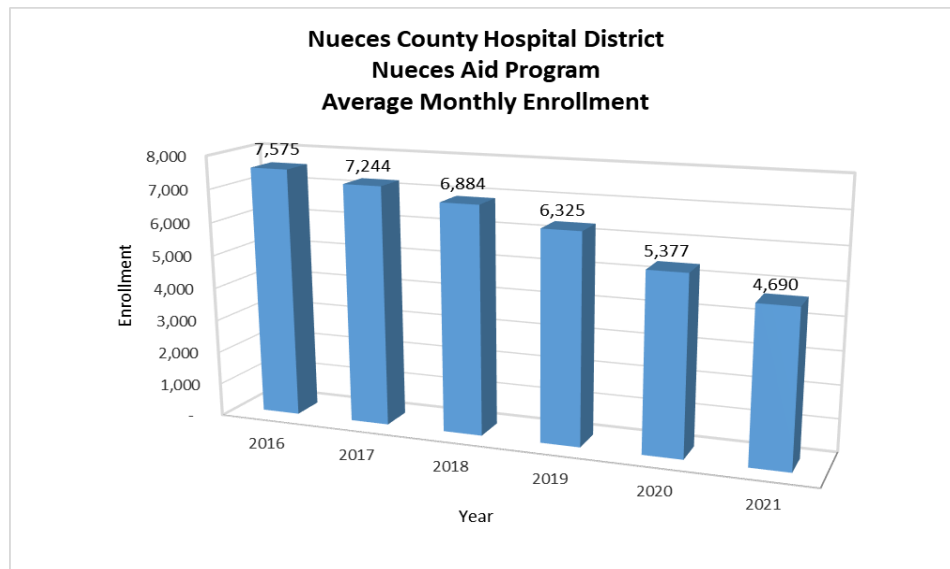
The services sought by the District are the development and implementation of a strategic marketing plan for the enrollment growth of the Nueces Aid Healthcare access plan as generally described in this Section 4.1. The Offeror shall develop a marketing plan that will focus on increasing the Nueces Aid program enrollment. In addition, it should reach out to referral facilities that interact with potential enrollees of the Nueces Aid Program. The Offeror will provide the following services: implementation of a marketing plan that reaches the indigent population of Nueces County in need of Healthcare Services.

**4.2 SERVICES**

The Offeror must provide a marketing plan and may include multiple media outlets as needed to reach the population sought and the referral entities that serve the population. Media outlets may include print, radio and TV campaigns as well as public service announcements (PSAs) and establishment of social media campaigns and monitoring.

**4.2 TARGET RESPONSE AND RESOLUTION**

The target response is to increase Nueces Aid Program enrollment to historical levels. As shown in the chart below, enrollment in the Nueces Aid Program has declined consistently since 2016. The goal of this RFP is to increase enrollment in the Nueces Aid Program to at least the enrollment levels seen in 2016.



**4.3 TERM OF CONTRACT:** November 1, 2021 to April 30, 2021.

Contractor shall provide the services described in Section 4.1-4.2 above for six (6) consecutive calendar months commencing at 12:01 a.m. on the first (1<sup>st</sup>) day of the contract's term and ending at 11:59 p.m. on the last day of the term, as said dates are identified in this Section 4.4.

An option to extend, subject to satisfactory performance by the Offeror/Contractor as determined by NCHD, may be offered for one (1) additional period up to six months:

Additional Six-Month Period: May 1, 2021 to October 31, 2021.

Such extensions, if any, shall only be by mutual written agreement of the parties. If so determined, NCHD will provide the Offeror/Contractor written notice of its intent to extend approximately forty-five (45) days prior to expiration of the then current Contract.

**4.4 SERVICE IMPLEMENTATION SCHEDULE**

The Contractor shall adhere to the following Service Implementation Schedule:

This Service Implementation Schedule has been developed to aid in managing key aspects of the service implementation process to be followed after the Contract's award. NCHD expects to follow this schedule when possible. However, unforeseen circumstances outside of NCHD's control may arise and NCHD's implementation staff may be required to deviate from this projected schedule.

**Time Frame**

**Activity**

Week #1 (November 1-5, 2021)

Task #1 – Meet with NCHD staff to discuss program and goals.

Task #2 – Perform a walk through of all District sites.

Task #3 – Set implementation goals.

Week #2 (November 8-12, 2021)

Task #1 – Begin implantation of marketing plan.

Week #3 (November 15-19, 2021)

Task #1 – Present status of project to NCHD staff and BOM.

Month 3 (February 2022)

Task #1 – Evaluate Effectiveness of Media outlets and adjust plan as



necessary.

|  |
|--|
| <b>Section 5<br/>Evaluation and Selection Criteria and Process</b> |
|--|

**5.1 EVALUATION OF RESPONSES**

For a proposal to be evaluated, the Offeror shall:

- (1) Submit its proposal in accordance with the terms, conditions and provisions of this RFP;
- (2) Submit references as required by Section 2.35;
- (3) Address all of the Services in Section 4.2 and 4.3; and
- (4) Answer/respond/reply to each item and sub-item set forth in Section 6 answering each **thoroughly and concisely**.

**5.2 SELECTION CRITERIA**

The following criteria will be used to evaluate the proposals received in response to this RFP solicitation. Each accepted proposal will be evaluated based on the identified selection criteria. The maximum score for each proposal is 100 points.

| <u>Selection Criteria</u>         | <u>Points</u> |
|-----------------------------------|---------------|
| Risk Profile                      | 10            |
| Background and Experience         | 35            |
| Management Response/Assurance     | 15            |
| Cost Effectiveness and Best Value | 30            |
| Value-added Services              | <u>10</u>     |
|                                   | 100           |

**5.3 EVALUATION PROCESS**

The evaluation process that will be used by NCHD staff is as follows:

5.3.1 All proposals received by the Due Date/Time and which meet the terms, conditions and provisions of this RFP will be evaluated, scored, and ranked by NCHD staff according to the Selection Criteria set forth in Section 5.2 above. Proposals not containing all information required by this RFP will be rejected and as a result will not be evaluated or ranked.

5.3.2 Evaluated Offerors may be invited to interview (by telephone or in person)

with NCHD staff to further clarify Offeror's proposals.

- 5.3.3 Additional information may be requested by NCHD staff following the evaluation and/or interviews.
- 5.3.4 Site visits may be conducted by NCHD staff to Offeror's service sites as a part of the evaluation process.
- 5.3.5 Demonstrations of Offeror's services may be requested by NCHD staff.
- 5.3.6 Based on rankings of the proposals by NCHD staff, one or more Offeror may be asked to enter into final pricing and contract negotiations with NCHD.
- 5.3.7 Offerors whose proposals are not selected for contract award will be given written notification within ten (10) days of the award.
- 5.3.8 Submitted proposals become property of NCHD and will not be returned to the Offeror.

|  |
|--|
| <b>Section 6</b><br><b>Information To Be Provided By Offeror</b> |
|--|

As a part of their proposal submission, each Offeror shall at least answer each of the items and sub-items in this Section 6 **completely and concisely**. Offerors may attach additional materials as necessary to provide supportive information and details. Failure to disclose or provide complete and accurate responses will be considered a basis for eliminating the Offeror's proposal from further consideration.

### **6.1 RISK PROFILE**

Please provide the following information:

- 6.1.1 List any lawsuits or litigation against your organization, or any of its predecessors during the preceding five (5) years which relate to the type of services (in whole or in part) sought by NCHD under this RFP.
- 6.1.2 Has your organization, or any of its predecessors, pursued civil legal action against any person or entity during the preceding five (5) years which relate to the type of services (in whole or in part) sought by NCHD under this RFP? If yes, please explain.
- 6.1.3 Has your organization, or any of its predecessors, been terminated from a contract where it provided the type of services (in whole or in part) sought by NCHD under this RFP within the preceding five (5) years? If yes, please explain and list terminating entities' name and location.

- 6.1.4 Has your organization or any of its predecessors, experienced non-renewal of any contract that provided the type of services (in whole or in part) sought by NCHD under this RFP within the preceding five (5) years? If yes, please explain and list non-renewing entities' name and location.
- 6.1.5 Is your organization duly licensed or otherwise permitted to operate by the appropriate administrative, governmental, or regulatory agency(s) in the State of Texas which regulate the services (in whole or in part) sought by NCHD under this RFP? If not, please explain. If yes, please list the entity or entities.
- 6.1.6 Are there any limitations, restrictions or modifications imposed on your organization by any administrative, governmental, or regulatory agency(s) in the State of Texas which regulate the services (in whole or in part) sought by NCHD under this RFP? If yes, please explain.
- 6.1.7 Is your organization the subject of any administrative, governmental, or regulatory agency disciplinary action? If so, please explain. Is any such action contemplated or pending? If yes, please explain.
- 6.1.8 Acknowledge your organization will execute the Business Associate Agreement required under Section 3.8 of this RFP.

## **6.2 BACKGROUND AND EXPERIENCE**

Please provide the following information:

- 6.2.1 Please describe and detail the background and experience of the Offeror as a provider of the services sought under this RFP. Describe your current staffing, level of education and experience for the personnel who will be actively involved with NCHD.
- 6.2.2 Please describe and detail (to the extent possible) any contracts (including similarly performing arrangements) or employment relationships you have with other Texas governmental entities and/or healthcare entities. Provide three (3) client references on (Attachment B 1-3).
- 6.2.3 Describe your organization's customer service policy.
- 6.2.4 What are your organization's normal business hours? Do you have a toll-free customer telephone number? When is your telephone customer service available (i.e., days and hours)?
- 6.2.5 How will your organization resolve customer service problems arising from this account?
- 6.2.6 Do you plan to utilize a subcontractor(s) to perform any portion of the contract

resulting from this RFP? If yes, please explain why and who the subcontractor(s) will be.

### **6.3 MANAGEMENT RESPONSE/ASSURANCES**

- 6.3.1 Describe your organization's plan for providing the services sought under this RFP. Include a detailed plan for implementation, including time lines.
- 6.3.2 Describe all deliverables your organization will provide under the RFP. Examples of desired reports are: service reports, problem/issues resolutions reports, hardware/asset inventory, and network documentation.
- 6.3.3 Describe your organization's method of communication of job requests. Describe how resolution of work orders is communicated.

### **6.4 COST EFFECTIVENESS AND BEST VALUE**

Please provide the following information:

- 6.4.1 The cost of Marketing Services, listed in 4.2. The District desires a budget certainty and is therefore requesting that the cost for marketing services be a fixed fee for the contract term. The cost will be paid over twelve (6) equal payments over the course of the contract.
- 6.4.2 Describe all other charge(s), if any, your organization will impose on NCHD to provide the services sought by this RFP.

### **6.5 VALUE ADDED SERVICES**

Please provide the following information:

- 6.5.1 What ancillary or additional services will your organization provide NCHD at no additional cost?
- 6.5.2 How will your organization work with NCHD to improve program enrollment?

**ATTACHMENT “A”**

**Assurances and Certifications**

(To be executed and returned to NCHD with Proposal)

### **Assurances and Certifications**

(To be executed and returned to NCHD with Proposal)

I understand that my organization, known as "Offeror", must comply with each of the assurances and certifications below if awarded a Contract in response to this RFP solicitation. I certify that I am legally authorized to bind my organization to the following assurances and certifications, as exemplified by my signature at the end of this attachment. I understand that my failure to sign this attachment and certify all of these assurances may result in disqualification of my organization's proposal.

1. Offeror has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal.
2. Offeror acknowledges that no conflict of interests, as defined in Section 2.32 of this RFP, or otherwise, exist either with NCHD, including its Board, officers and employees; and additionally with CHRISTUS Spohn Health System Corporation, including its Board, officers and employees; or with CHRISTUS Spohn Hospital Memorial, including its officers and employees.
3. Offeror has thoroughly examined the attachments, drawings, specifications, schedule, instructions and all other RFP documents. Offeror has made all investigations and inquiries necessary to be thoroughly informed regarding the services as required by the RFP originating this Contract.
4. Offeror's business is a duly qualified, capable, and otherwise bondable business entity.
5. No persons or selling agency has been retained to solicit the business resulting from this RFP upon an understanding for a commission, percentage, brokerage, or contingent fee, accepting bona fide employees of Offeror. For breach or violation of this representation and warranty, NCHD shall have the right to terminate the resulting Contract without liability or in its discretion to, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
6. Offeror will comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986 who will perform any labor or service under this RFP.
7. Offeror will comply with all federal statutes relating to nondiscrimination. These statutes include but are not limited to Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to

each, and all requirements imposed by the regulations issued pursuant to these acts, particularly 45 CFR Part 80 (relating to race, color and national origin) 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

8. As provided by Texas Family Code, §231.006, a child support obligor who is more than 30-days delinquent in paying child support and a business entity in which the obligor is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Although the funds used by NCHD to fund this contract are local and not state funds, the Offeror nonetheless certifies that it is not ineligible to receive state payments under the above statute and further acknowledges that NCHD may terminate this contract and payment may be withheld if this certification is inaccurate.
9. Offeror has arrived at this proposal independently without consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.
10. Offeror certifies that neither it nor its owners, officers or employees is involved in other activities or relationships with other persons or entities that cause Offeror to be unable or potentially unable to render impartial service, assistance or advice to NCHD, or that impair or might impair Offeror's objectivity in performing the contracted service, or that cause Offeror to have an unfair competitive advantage, or that is a financial or other conflict of interest, real or apparent.
11. Offeror accepts the terms, conditions, and provisions set forth in the RFP.
12. Offeror accepts NCHD's sole right to alter the RFP and Contract Award Schedule and/or the Service Implementation Schedule, without prior approval of the Offeror/Contractor.
13. Offeror agrees that no claim will be made for payment to cover costs incurred in the preparation or the submission of its proposal or any other associated costs.
14. Offeror owes no funds to Christus Spohn Memorial Medical Center located in Corpus Christi, Texas or to NCHD.
15. Offeror owes no delinquent ad valorem taxes in Nueces County, Texas.
16. Offeror agrees to refrain from entering into any subcontracts for services sought under this RFP without prior approval in writing or waiver of the right of prior approval in writing from NCHD.
17. Offeror agrees that all products resulting from a contract award will be the property of NCHD.
18. Offeror acknowledges NCHD is exempt from City, State and most Federal taxes, including sales tax.

19. Offeror agrees to ensure that information about individuals served by NCHD will be kept confidential.
20. Offeror acknowledges that under Texas law, proposals are required to be opened in a manner that acknowledges only their presence, that avoids disclosure of the contents to competing Offerors, and keeps the proposal secret during the process of negotiation. Offeror acknowledges that proposals are available and open to public inspection after the contract is awarded, except for trade secrets and confidential commercial and financial information contained in the proposals that has been identified as such by the Offeror. Offeror acknowledges that if it does not desire that trade secrets or confidential commercial and financial information be disclosed to the public, it should clearly identify proposal data that it considers proprietary. Offeror is aware that if NCHD is requested to disclose any proprietary proposal data furnished to it by Offeror that is subject to provisions of the Public Information Act, NCHD will notify the Offeror in writing of such request within ten (10) business days of receipt of the request. Offeror expressly acknowledges that if it is so notified, it bears the burden of establishing that its trade secrets and/or confidential commercial and/or financial information should be withheld under the applicable Public Information Act exceptions intended to protect its interests.
21. Offeror certifies that it, nor any of its principals, are presently held in abeyance, debarred, and suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a similarly performing contract by any federal or state department or agency.
22. Offeror, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas, or is not otherwise subject to payment of franchise taxes to the State of Texas.
23. Neither Offeror nor any member of Offeror's staff or principals has participated in the development of specific evaluation criteria for award of this contract, nor will participate in the selection of the successful Offeror awarded this contract.
24. No principal of Offeror has worked as an employee for NCHD in the preceding year.
25. Offeror has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for the award of this contract or that will participate in the selection of the successful Offeror awarded this contract.
26. Offeror agrees to provide NCHD with information necessary to validate any statements made in its proposal (including these Assurances and Certifications), as requested by NCHD, including but not limited to allowing access for on-site observation, granting permission for NCHD to verify information with third parties, and allowing inspection of Offeror's records. Offeror understands that failure to substantiate any statements made in its proposal as requested by NCHD may result in disqualification of the proposal.
27. Offeror certifies that no Federal or State Health and Human Service agency, or Public Safety, or Criminal Justice agency has revoked limited or restricted its license, permit, or certificate to operate in Texas.



28. Neither Offeror nor its owners, officers, or employees have given, offered to give, or intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any NCHD officer or employee in connection with its submitted proposal.
29. All confidential materials made available to the successful Offeror by NCHD, including copies thereof, shall be returned to NCHD upon completion of the service or upon the request of NCHD.
30. Offeror certifies that none of the funds paid by NCHD pursuant to any contract resulting from this RFP will be used to pay any person for influencing or attempting to influence an officer or employee of NCHD or Nueces County.
31. Offeror certifies that it is not in bankruptcy receivership (Chapter 7, U.S. Bankruptcy Code) or in bankruptcy rehabilitation proceedings (Chapters 11, 12, and 13, U.S. Bankruptcy Code) during the preceding five (5)-year period.
32. Offeror certifies that none of Offeror's property, plant or equipment has been subject to foreclosure or repossession within the preceding five (5)-year period.
33. Offeror certifies that it has not had any debt declared in default and accelerated to maturity within the preceding five (5)-year period.
34. Offeror agrees to properly complete and submit an Internal Revenue Service Form W-9 *Request for Taxpayer Identification Number and Certification* prior to any payments being made by NCHD.
35. Offeror certifies that it is aware its proposal will be property of NCHD and will not be returned to the Offeror.
36. The person representing the Offeror as the point-of-contact is:
 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

Electronic Mail: \_\_\_\_\_
37. Enter Offeror's Federal Employer Identification Number.  
 Offeror's Federal Employer Identification Number is \_\_\_\_-\_\_\_\_\_  
 If you are a sole owner or partnership, enter your Social Security Number.  
 Offeror's Social Security Number is \_\_\_\_-\_\_\_\_-\_\_\_\_\_.

Offeror: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

38. Signature of authorized representative.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Title

**Attach this entire executed *Assurance and Certifications* document to Offeror's proposal.**

**ATTACHMENT B (1)**  
**(Client Reference Form)**

*(For each client reference, please provide the following information)*

Client Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Name's Title/Position: \_\_\_\_\_

Client Email Address: \_\_\_\_\_

City/State Location: \_\_\_\_\_

Client Telephone Number(s): \_\_\_\_\_

Date Contract Began: \_\_\_\_\_ Date Contract Ended: \_\_\_\_\_

Describe Products or Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT B (2)**  
**(Client Reference Form)**

*(For each client reference, please provide the following information)*

Client Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Name's Title/Position: \_\_\_\_\_

Client Email Address: \_\_\_\_\_

City/State Location: \_\_\_\_\_

Client Telephone Number(s): \_\_\_\_\_

Date Contract Began: \_\_\_\_\_ Date Contract Ended: \_\_\_\_\_

Describe Products or Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT B (3)**  
**(Client Reference Form)**

*(For each client reference, please provide the following information)*

Client Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Name's Title/Position: \_\_\_\_\_

Client Email Address: \_\_\_\_\_

City/State Location: \_\_\_\_\_

Client Telephone Number(s): \_\_\_\_\_

Date Contract Began: \_\_\_\_\_ Date Contract Ended: \_\_\_\_\_

Describe Products or Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT C

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b>   |  | <b>FORM CIQ</b>      |
|---|--|----------------------|
| <b>For vendor doing business with local governmental entity</b>   |  |                      |
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>   |                      |
|   | Date Received  |                      |
| <b>1</b>  | Name of vendor who has a business relationship with local governmental entity.   |                      |
| <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.)  |                      |
| <b>3</b>  | Name of local government officer about whom the information is being disclosed.  |                      |
|   | _____<br><b>Name of Officer</b>  |                      |
| <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.<br>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?<br><div style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No           </div> A. 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?<br><div style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No           </div> |                      |
| <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.   |                      |
| <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).  |                      |
| <b>7</b>  | _____<br><b>Signature of vendor doing business with the governmental entity</b>  |                      |
|   |  | _____<br><b>Date</b> |

**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:

  - (2) 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
  - (3) 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.
    - (C) of a family relationship with a local government officer.

“ATTACHMENT D”

Proposal Number/Name or type of services to be provide: RFP No. 2021-01,  
Develop and Implement a Strategic Marketing Plan for Enrollment Growth of The Nueces Aid  
Plan

HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_ (Person name), the undersigned  
representative of (Company or Business name) \_\_\_\_\_

\_\_\_\_\_ (hereafter referred to as company) being an adult  
over the age of eighteen (18) years of age, do hereby verify that the company named-above,  
under the provisions of Subtitle F, Title 10, Government Code Chapter  
2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

**Pursuant to Section 2270.001, Texas Government Code:**

- 1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE