

Gulf Coast Center
Invitation for Bids for Comprehensive Community Needs Assessment
("IFB")

*Any contract awarded as a result of this IFB may be referred to in this IFB as a "Contract", and any person or entity submitting a response to this IFB (a "Bid") may be referred to in this IFB as a "Bidder". Any Bidder selected for a Contract award may be referred to herein as a "Successful Bidder". Before submitting a response to this IFB, please read the ENTIRE IFB. Failure to read any part of this IFB will not relieve a Bidder of its obligations under the IFB and will not relieve the Successful Bidder of his/her obligations under a Contract.

Issue Date: February 9, 2024	Bid Submission Deadline: March 15, 2024 at 5:00 PM CST
<p>Bids shall be delivered via electronic mail attachment to:</p> <p style="padding-left: 40px;">Gulf Coast Center Devon Stanley, PMP bidsubmission@gulfcoastcenter.org</p>	
<p>DESCRIPTION OF SERVICES ("Services"):</p> <p><u>Introduction:</u> The Gulf Coast Center invites qualified consultants or consulting firms to submit bid proposals for a comprehensive Community Needs Assessment focused on Mental Health (MH), Substance Use Disorder (SUD), and Intellectual and Developmental Disabilities (IDD) within our community.</p> <p><u>Project Overview:</u> The purpose of the comprehensive needs assessment is to provide a thorough understanding of the current state of MH, SUD, and IDD services, with a specific emphasis on the role of Certified Community Behavioral Health Clinics (CCBHC) within the Galveston and Brazoria County communities. The assessment aims to identify gaps in service delivery and recommend strategies for improvement. The assessment should encompass demographics, service utilization, existing resources, and perspectives of community stakeholders. It involves a systematic approach to identifying community needs and assessing the program's capacity to address the population's needs, including children, youth, and families.</p> <p>The successful bidder is expected to:</p> <ol style="list-style-type: none"> 1) Review of Existing Data: 2) Collect and analyze existing data on MH, SUD, and IDD services, including demographic information, utilization patterns, and outcomes. 3) Stakeholder Engagement: Conduct interviews, focus groups, and surveys with key stakeholders, such as service providers, community organizations, individuals with lived experience, and relevant government agencies. 4) Service Mapping: Develop a comprehensive map of existing MH, SUD, and IDD services, identifying service gaps and redundancies. 5) Community Assessment: Assess community needs and priorities related to MH, SUD, 	

and IDD services through community forums and outreach activities. The community needs assessment should include:

- 6) A description of the service area's physical boundaries and size, including service delivery sites.
- 7) Information on mental health and substance use conditions prevalence, including suicide and overdose rates.
- 8) Economic factors and social determinants affecting access to health services.
- 9) Cultural and linguistic factors of the population.
- 10) Identification of underserved populations.
- 11) A staffing plan addressing findings.
- 12) Plans to update the assessment every three years.
- 13) Input on cultural, linguistic, physical, and behavioral health treatment needs.
- 14) Input on evidence-based practices and behavioral health crisis services.
- 15) Input on CCBHC services accessibility, including potential barriers.
- 16) Best Practice Review: Research and provide a review of best practices in MH, SUD, and IDD services, including successful models in similar communities.
- 17) Report and Recommendations: Provide a detailed report outlining findings, trends, and recommendations for improving MH, SUD, and IDD services in our community

BID INSTRUCTIONS AND GUIDELINES:

Each Bidder must respond to each of the following items completely by restating each item exactly as written and then providing a response.

1. Provide the name, legal status (e.g. individual, sole proprietorship, partnership, corporation, etc.), address and contact telephone number of Bidder. Provide the name and address of all persons owning a 5% or greater interest in Bidder's business.
2. Provide a brief history and description of Bidder's business that includes the number of Bidder's employees, their applicable areas of specialization, and years of operation.
3. Provide the names, addresses, telephone numbers, email addresses, and fax numbers of three (3) business references for which Bidder provides or has provided services similar to those being sought in this IFB.
4. Does Bidder meet the requirements for qualification as a Historically Underutilized Business ("HUB")? Please attach a copy of any current HUB certificate to the Bid. For purposes of this IFB, a HUB has the same definition as does a "historically underutilized business" in Section 2161.001(2) of the Texas Government Code.
5. Provide a methodology and detailed cost breakdown for the Services including total cost that Gulf Coast Center will pay inclusive of:

Methodology:

- Detailed approach to conducting the assessment, including data collection methods, stakeholder engagement strategies, and analysis techniques.

Project Timeline:

- A detailed project timeline indicating key milestones and deliverables.

Budget:

- A detailed budget, including all associated costs, expenses, and fees.

6. Each Bidder MUST complete and sign the Assurances Document attached to this IFB as **Attachment B**, and submit the completed, signed Assurances Document as part of the Bid.
7. Each Bidder MUST submit a sample contract agreement which includes Bidder's proposed pricing for the Goods/Services and all related terms and conditions related to the Goods/Services. Label and submit such agreement as **Attachment E**.

The Bidder may attach additional materials as necessary to provide supporting information and details. All attachments must be identified for easy reference.

GENERAL INFORMATION

Gulf Coast Center anticipates notifying the successful awardee by April 1, 2024. The project is expected to commence on April 15, 2024. Gulf Coast Center reserves the ability to either contract with other third parties in addition to Successful Bidder for the provision of any or all Goods and/or Services under the Contract or, if applicable, to provide any or all of those Goods and/or Services itself.

All Bids must be received by the Bid Submission Deadline. All Bids must be sent via electronic mail to bidsubmission@gulfcoastcenter.org by any agent or representative designated by the Bidder. Gulf Coast Center will determine the official time of receipt of Bids using the time/date of receipt of the Bid shown by Gulf Coast Center's email server; upon request, a receipt indicating the date and time of receipt shall be sent via electronic mail to the deliverer of the Bid. Bids sent via any other method other than electronic mail as described above will not be accepted. Bids received after the Bid Submission Deadline will not be considered.

Any questions concerning the IFB specifications or process shall be directed to Devon Stanley, PMP by electronic mail to DevonS@gulfcoastcenter.org, no later than March 1, 2024 at 4:00 PM CST. Responses will be sent to all known to have received an IFB.

CONDITIONS

ACCEPTANCE/REJECTION OF BIDS: Gulf Coast Center reserves the right to accept or reject any and/or all Bids, to waive informalities or defects in Bids, or to accept such Bid(s) as it shall deem to be of the best value to Gulf Coast Center.

NEGOTIATION: Gulf Coast Center further reserves the right to negotiate with Bidders determined to have a reasonable chance of being selected. All such Bidders shall be afforded fair

and equal treatment with respect to such negotiations, and no such Bidder shall be given information that would give that Bidder a competitive advantage over any other Bidder.

CANCELLATION: Gulf Coast Center may also choose to cancel the IFB without award.

VALIDATION: Gulf Coast Center may validate any information in a Bid by using outside sources or materials. If validation discloses that information provided by a Bidder is deliberately false, the Bid will be ineligible for consideration.

ADDENDA: Gulf Coast Center reserves the right to modify, interpret and correct the IFB, and any modifications, interpretations, corrections or changes to the IFB and specifications shall be made by written addenda. Gulf Coast Center's General Counsel shall have sole authority to issue addenda to this IFB. Addenda shall be provided to all who are known to have received a copy of the IFB. All such addenda become, upon issuance, an inseparable part of the specifications, which a Bid must meet to be considered.

ALTERING BIDS: Any corrections, deletions, or additions to Bids must be made in writing and submitted by electronic mail to Devon Stanley, PMP at DevonS@gulfcoastcenter.org, prior to the Bid Submission Deadline. No oral, telephone, telegraphic, fax, mailed, or other non-email transmitted methods shall be accepted. The Bidder shall submit substitute pages via an email documenting the changes and to which is attached the specific pages for substitution. The submitter of such email must be equal in authority to the submitter of the Bid.

WITHDRAWAL OF BIDS: A Bid shall not be withdrawn or cancelled by the Bidder unless the Bidder submits an email to that effect to DevonS@gulfcoastcenter.org prior to the Bid Submission Deadline. The submitter of such email must be equal in authority to the submitter of the Bid.

PUBLIC AVAILABILITY: **Gulf Coast Center is subject to and complies with the Texas Public Information Act, Chapter 552 of the Texas Government Code. All Bids shall be open for public inspection after the IFB process is concluded, except for information contained in the Bid that Bidder contends is covered by an exception to disclosure under the Texas Public Information Act that is in red ink and clearly identified by the Bidder as such.** Such information may still be subject to disclosure under the Texas Public Information Act and other applicable law including, without limitation, opinions from the Texas Attorney General's Office.

SUBMITTED BIDS: Submitted Bids become the property of Gulf Coast Center and will not be returned to the Bidder. Proposer agrees that Gulf Coast Center has the right to use, reproduce and distribute copies of and to disclose to Gulf Coast Center employees, agents and contractors and other governmental entities all or part of the Bid, as Gulf Coast Center deems appropriate to complete the procurement process or comply with state or federal laws and regulations.

SALES TAX: Gulf Coast Center is by statute exempt from payment of taxes applicable to the Goods/Services described herein; therefore, Bids shall not include taxes.

LIMITATION OF LIABILITY: Gulf Coast Center will not enter into any Contract that purports to in any way limit the amount of damages recoverable under the Contract.

SUCCESSFUL BIDDER MUST COMPLY with all applicable federal, state, county and local rules, codes, regulations, laws and standards. All products and/or services must be in compliance with applicable federal, state, county and local rules, codes, regulations, laws, standards and

executive orders as well as with all policies and procedures of Gulf Coast Center. Any Contract may be subject to Texas Government Code Section 2252.908, which prohibits governmental entities such as Gulf Coast Center from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. By submitting a Bid, Bidder agrees to fully comply with all applicable legal requirements including, without limitation, those of Texas Government Code Section 2252.908, as applicable.

EXCEPTION/SUBSTITUTIONS: All Bids meeting the intent and requirements of this IFB shall be considered for award. Bidders taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions clearly as a separately identifiable part of the Bid entitled "Bidder's Exceptions". The absence of such a statement shall indicate that the Bidder has not taken exceptions and Gulf Coast Center shall hold the resultant Bidder(s), if chosen as a Successful Bidder, responsible to perform in strict accordance with the specifications, terms, and conditions of this IFB and Successful Bidder's Contract. Gulf Coast Center reserves the right to accept any and/or none of the exception(s)/substitution(s) as it determines to be in the best interest of Gulf Coast Center. Proposer agrees that all exceptions to this IFB as well as terms and conditions advanced by Proposer that differ in any manner from Gulf Coast Center's terms and conditions are rejected unless expressly accepted by Gulf Coast Center in writing in a fully-executed Contract.

SILENCE OF SPECIFICATIONS: The apparent silence of this IFB as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best practices of quality Services and Goods will prevail. All interpretations of this IFB shall be made on the basis of this statement.

LIMITATIONS: Any Bidder currently held in abeyance from or barred from the award of a federal or state contract may not contract with Gulf Coast Center.

CONSIDERATION: For a Bid to be considered, the Bidder must meet Gulf Coast Center's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective Contract, and submit the completed Bid according to the time frames, procedures, and forms stipulated by Gulf Coast Center. Additionally, Bidders shall, at a minimum, be currently licensed/certified in the trade, where applicable, that matches the work being proposed.

CONFLICT OF INTEREST: No public official shall have an interest in any Contract, in accordance with applicable laws, rules and regulations including, without limitation, the Texas Local Government Code Title 5, Subtitle C, Chapters 171 and 176.

ETHICS: Bidder shall not offer or accept any gifts of value or enter into any business arrangement individually with any employee, official or agent of Gulf Coast Center.

INDEMNIFICATION: Successful Bidder(s) shall defend, indemnify, and save harmless Gulf Coast Center, and all of its trustees, officers, agents, and employees from all suits, actions, or other claims of any character, name and description (including, without limitation, any judgment cost awarded against and reasonable attorney's fees incurred by Gulf Coast Center) brought for or on account of any losses, injuries or damages either allegedly or actually received or sustained by any person, persons, or property as either a direct or indirect result of either the condition of Bidder's property (either real or personal) or the actions or omissions of Successful Bidder, and/or its employees, contractors and agents.

ASSIGNMENT: Successful Bidder(s) shall not subcontract, sell, assign, transfer or convey its rights and/or obligations with respect to any Contract, in whole or in part, without Gulf Coast Center's prior written consent.

INSURANCE: Successful Bidder(s) 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: One million dollars (\$1,000,000) per claim;
Two million dollars (\$2,000,000) aggregate of all claims.

General Liability policy shall also include waiver of subrogation in favor of Gulf Coast Center.

Automobile Liability: If a Successful Bidder-owned vehicle is used in the provision of Goods and/or Services, Successful Bidder 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 Successful Bidder is used in the provision of Goods and/or Services, Successful Bidder's employee must maintain State of Texas required basic vehicle insurance coverage at all times.

Workers' Compensation: Must meet statutory limits. Workers' Compensation policies shall also include a waiver of subrogation in favor of Gulf Coast Center.

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

Successful Bidder(s) is responsible for obtaining and maintaining any riders or other documents necessary to ensure that the coverage described above includes the Goods and/or Services. A legally qualified insurance company acceptable to Gulf Coast Center must underwrite all insurance coverage listed above. Each policy evidencing such coverage shall name Gulf Coast Center as an additional insured on that policy, and shall contain a provision (to the extent legally permitted) that the insurance company shall give Gulf Coast 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. Upon the effective date of a Contract, upon any renewal or change in terms of any insurance policy required above in this section and within ten (10) days after execution of a Contract, Successful Bidder(s) shall provide Gulf Coast Center with written evidence (i.e. certificate of insurance), acceptable to Gulf Coast Center, of all insurance coverage required herein.

CRIMINAL AND BACKGROUND CHECKS: Successful Bidder(s) must ensure that no one will provide Goods and/or Services under a Contract if that person has been convicted of any of the offenses listed in the Texas Health and Safety Code, Section 250.006(a).

ELIGIBILITY TO WORK IN THE UNITED STATES: Successful Bidder(s) shall ensure that it and each person who provides goods/services under a Contract is eligible to work in the United States at the time he/she provides Goods/Services, and shall document such eligibility using USCIS Form I-9 and E-Verify for all such persons and maintain such documentation for at least

seven (7) years after the Contract ends, and make such documentation available to Gulf Coast Center upon request.

SELECTION OF SUCCESSFUL BIDDER

1. Selection of the Successful Bidder(s), if made, will be based upon the reasonableness of the proposed cost, the fit of the proposed Goods and/or Services to addressing needs, and ability to meet the stated timeframe where applicable, for the Goods/Services as evidenced by each Successful Bidder's qualified Bid.
2. Proposals will be scored by the point system listed below:
 - Proposed cost (up to 30 points)
 - Bidder's experience and references (up to 20 points)
 - Proposal clearly delineates timelines and milestones (up to 20 points)
 - Fit of Services to identify organizational gaps and needs (up to 30 points)
3. Gulf Coast Center will make a good faith effort to contract with Historically Underutilized Businesses.
4. Issues concerning a specific Bid(s) may be addressed by Gulf Coast Center either in writing or through an individual telephonic, electronic or in-person meeting(s) with each applicable Bidder after an initial review of all Bids. The interviews, if necessary, will be held after the Bid Submission Deadline, and no Bidder participating in any such meeting shall be given information that would give that Bidder a competitive advantage over any other Bidder.
5. A selection, if made, will be based on the Bid that provides best value to Gulf Coast Center in accordance with all applicable, laws, rules and regulations including, without limitation, applicable provisions of Chapter 2254 of the Texas Government Code.

PERFORMANCE STANDARDS AND COMPLIANCE

1. Successful Bidder'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 these Goods and/or 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 including, but not limited to, the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, as amended.
2. Successful Bidder will ensure that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, 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 of the policies of the Texas Health and Human Services Commission or its related agencies (collectively, "HHSC") or of Gulf Coast Center.

3. Gulf Coast Center reserves the right to retain all performance by any Successful Bidder, and to recover all consideration paid to any Successful Bidder pursuant to a Contract thus permitting forfeiture of such Contract, in the event that Bidder (a) was doing business at the time of submitting the Bid or had done business during the 365 day period immediately prior to the date on which the Bid was due with an undisclosed key person, (b) does business with a key person after the date on which the Bid is due and prior to full performance of the Contract and fails to disclose the name of any such key person in writing to Gulf Coast 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 IFB as **Attachment A**.
4. Successful Bidder 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 Goods and/or Services covered by the Contract.
5. Successful Bidder will provide at its sole cost all necessary supplies, equipment, software, technology support and other items in order to provide the Goods and/or Services properly as described in the Contract.
6. Any Contract may be terminated for any reason or without cause by Gulf Coast Center by submission of written notice of at least thirty (30) days.
7. Gulf Coast Center reserves the right to enter into multiple Contracts with respect to the provision of any of the Goods and/or Services.
8. Gulf Coast Center reserves the right to require that the resulting Contract be a contract prepared by Gulf Coast Center, General Counsel.

ATTACHMENT A

Key Persons List – January 31, 2024

Center’s Key Persons List as of		
Board of Trustee Members	Title	County of Residence
Jamie Travis	Board Chair	Brazoria
Rick Price	Board Vice Chair	Galveston
Sheriff Bo Stallman	Board Secretary	Brazoria
Vivian Renfrow	Board Treasurer	Galveston
Commissioner Stephen Holmes	Board Member	Galveston
Mary Lou Flynn-Dupart	Board Member	Brazoria
Jaime Castro	Board Member	Galveston
Caroline Rickaway	Board Member	Brazoria
Chris Cahill	Board Member	Galveston
Center Executive Leadership Management	Title	County of Residence
Felicia Jeffery, LPC	Chief Executive Officer	Galveston
Devon Stanley, DSL, PMP, PMI-ACP, CSEP	Chief Information Officer	Brazoria
Rick Elizondo, CPA	Chief Financial Officer	Galveston
Sarah Holt, BSN, RN	Chief Nursing Officer	Galveston
Linda Bell, JD, BSN, RN	General Counsel	Harris
M. Renee Valdez, MD, PhD, MS HCT	Chief Medical Officer	Galveston
Jerry Freshour, MPA	Director of Crisis and Community Outreach	Galveston
Jamie White, BA	Director of Intellectual and Developmental Disabilities Services	Galveston
Amanda Groller, MS.Ed., LPC	Director of Innovative and Special Projects	Galveston
Sandy Patterson, MA, LPC-S	Director of Behavioral Health Services – Galveston County	Brazoria
Amy McMahon, MA, LPC	Director of Behavioral Health Services – Brazoria County	Galveston
Jessica Gentry LPC-S, LMHC- S	Director of Integrated Healthcare	Galveston
Procurement Team	Title	County of Residence

Felicia Jeffery, LPC	Chief Executive Officer	Galveston
Devon Stanley, PMP	Chief Information Officer	Brazoria
Rick Elizondo	Chief Financial Officer	Galveston

ATTACHMENT B

ASSURANCES DOCUMENT

For purposes of this *Attachment B*, the term “local government officer” with respect to Gulf Coast Center means a member of Gulf Coast Center’s Board of Trustees (see *Attachment A*), Gulf Coast Center’s Chief Executive Officer (see *Attachment A*), and/or an agent of Gulf Coast 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 Gulf Coast Center means a member of Gulf Coast Center’s Board of Trustees (see *Attachment A*), or another agent of Gulf Coast Center 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.

Bidder Assures the Following:

1. Bidder has received all addenda and attachments to the RFP as distributed by Center.
2. Bidder will not make any attempt to induce any person or firm to submit or not submit a Proposal.
3. Bidder 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 Center. Bidder 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. Bidder accepts the terms, conditions, criteria, and requirements set forth in the RFP.

5. Bidder accepts Center's right to alter the timetables for procurement as set forth in the RFP.
6. The Proposal submitted by Bidder 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 Bidder has not been knowingly disclosed by Bidder to any other Bidder.
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 Bidder.
10. Bidder agrees to follow all applicable federal, state, county, and local laws, regulations, codes, standards, and all applicable Center policies and procedures if chosen as the Successful Bidder.
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 Bidder, but excluding a political contribution defined by Title 15 of the Texas Election Code, or food accepted as a guest. If Bidder is unable to make this affirmation, then Bidder must disclose any knowledge of such interests by including a completed Form CIQ:
Please retrieve CIQ Form from the following website:
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>
(Attach completed CIQ Form as part of your submission response)
A signature is required in Box 7 regardless of any other entry on the form.
12. Bidder does not have a family relationship with a local government officer of Center. If such family relationship exists, Bidder must disclose any knowledge of such relationships by including a completed Form CIQ. A current copy of the form which MUST be submitted response can be found at:
Please retrieve CIQ Form from the following website:
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>
(Attach completed CIQ Form as part of your submission response)
A signature is required in Box 7 regardless of any other entry on the form.
13. Bidder does not have any employment or business relationship with any corporation or other business entity with respect to which any local public official of Center or any family member thereof serves as an employee, officer or director, or holds an ownership interest and no local public official of Center or family member thereof has an employment or business relationship with Bidder, or holds an ownership

interest in Bidder. If Bidder is unable to make this affirmation, then Bidder must disclose any knowledge of such relationships in a written statement included with this signed Assurances Document.

14. Bidder shall disclose in a written statement included with this signed Assurances Document whether any of the directors or personnel of Bidder has either been an employee or a trustee of 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. Bidder does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of 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 Center or family member thereof has an employment or business relationship with Bidder, or holds an ownership interest in Bidder. If Bidder is unable to make this affirmation, then Bidder must disclose any knowledge of such relationships by including a completed form CIQ, a copy can be found <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>
16. No former employee or officer of HHSC and/or Center directly or indirectly aided or attempted to aid in procurement of Bidder'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 Bidder. If Bidder is unable to make this affirmation, then Bidder must disclose any knowledge of such relationships by including a completed form CIQ, found at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.
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 Bidder; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to a Successful Bidder pursuant to this RFP.
19. Bidder is not currently held in abeyance or barred from the award of a federal or state contract.
20. Bidder is currently in good standing for payment of all applicable state tax.

21. Bidder 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. Bidder agrees to provide the Services described in this RFP at the rate(s) of payment described in the Proposal.
23. Bidder is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
24. Bidder 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 **June 1, 2024** and may be accepted by Center at any time prior to this date.
26. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Bidder agrees that the Contract can be terminated if the Bidder 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.

Bidder's Full Legal Name

Signature of Bidder's Authorized Representative

Printed Name and Title of Bidder's Authorized Representative

Date

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<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>		Date Received
1	Name of vendor who has a business relationship with local governmental entity.	
2	<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.)	
3	Name of local government officer about whom the information is being disclosed. _____	
Name of Officer		
4	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.	
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
5	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.	
6	<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).	
7		
_____ Signature of vendor doing business with the governmental entity		_____ Date

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

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

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

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

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

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

...
(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.