TARRANT COUNTY

HOSPITAL DISTRICT d/b/a

JPS HEALTH NETWORK

REQUEST FOR PROPOSAL # 20251334120  
Net Revenue Comparative Pricing and Contract Modeling

The Tarrant County Hospital District d/b/a JPS Health Network (the “District”) is seeking proposals for the provision of Net Revenue Comparative Pricing and Contract Modeling.

**The District will reject any proposal that fails to comply in all respects with the instructions set forth herein for responding to this Solicitation. NO EXCEPTIONS WILL BE MADE, even if you are a current or prior vendor for the District. The contract awarded, if any, under and pursuant to this Solicitation shall supersede any previous contract, bid, or GPO agreement for the products or services described herein.**

Release Date: 10-06-2025

Response Deadline: 11-03-2025, 2:00 p.m. CST

1. **OVERVIEW**
   1. **INTRODUCTION AND OVERVIEW**

The District desires to award a contract or contracts based upon vendor proposals (“Solicitation Response(s)”) to this Solicitation (“Solicitation”). The District is soliciting vendor proposals from vendors capable of supplying the District with Net Revenue Comparative Pricing and Contract Modeling (the “Service(s)”), as set forth and specified herein (See Section II below, Business Requirements, attached hereto and incorporated herein for all purposes). All Solicitation Responses must be delivered to the District by the date and time, and in the manner specified in Section I.B hereof to be considered a Solicitation Response by the District. It is the sole responsibility of the vendor submitting a Solicitation Response (“Respondent”) to ensure that its Solicitation Response is delivered to the proper location on time and in the manner set forth herein.

A Solicitation Response does not commit the District to accept such Solicitation Response or to award a contract based on any Solicitation Response (“Contract Award”) merely because a Solicitation Response may propose the lowest price for the Services. The District expressly reserves the right to base any Contract Award hereunder upon its evaluation of all relevant factors regarding the vendor, including, but not limited to, Service pricing and terms, management experience and expertise, industry reputation and profile, performance history, support services, location and accessibility, and any other information relevant to its evaluation. Qualifications and omissions will be considered when evaluating vendor solicitation responses. A Solicitation Response that does not meet the minimum requirements set forth in Section II below, *Business Requirements*, will be disqualified.

This Solicitation is not an order and does not commit the District to pay for any costs incurred by the prospective vendor in the preparation or submission of the Solicitation or in the procurement of the Service. Service quantity estimates used herein may or may not reflect actual quantities needed or used by the District in the future, and do not commit the District to order specific Service quantities. Any Solicitation Response accompanied by terms and conditions that conflict with this Solicitation may be rejected by the District.

The District reserves the right to reject any or all Solicitation Responses and to issue a Contract Award or not to issue a Contract Award based solely on the Solicitation Responses received by the District in response to this Solicitation. However, prior to making any award hereunder, the District also reserves the right to engage in additional discussions with one or more of the vendors responding to this Solicitation.

Any prospective Respondent may request an explanation or interpretation of any portion of this Solicitation by complying with the request procedure described in Section I.C.2 below. The responses, if any, of the District to such requests are subject to and will be in the form of amendment to the Solicitation and will comply with the provisions of Section I.C.2 below. The District may elect not to respond to any or all such requests received from prospective Respondents.

**MINORITY, WOMAN, AND VETERAN OWNED BUSINESS ENTERPRISE PARTICIPATION**

The District maintains a policy of encouraging and engaging in business transactions with vendors who qualify and are certified under applicable law as Minority, Woman, and Veteran Owned Business Enterprises (“MWVBEs”). The District establishes a **25%** good faith target goal. The District also encourages its vendors to utilize subcontractors and vendors who qualify and are certified under applicable law as MWVBEs. MWVBE Respondents are also strongly encouraged to subcontract to other MWVBEs to expand MWVBE participation beyond Respondent’s own self-performance. MWVBE Respondents should identify and list MWVBE subcontractors and other relevant information under the appropriate Solicitation Response section(s) and on the Good Faith Form ([Exhibit F](#ExG)). Prior to the Contract Award, a Respondent’s good faith efforts to utilize MWVBE subcontractors and vendors in its business transactions shall be part of the criteria under which the vendor proposals will be considered. Each Respondent will be required to show in its Solicitation Response its efforts to utilize MWVBE subcontractors and vendors in its business transactions.

**VENDOR PORTAL**

Prior to the District’s consideration of a Respondent’s Solicitation Response each Respondent is required to register as a vendor in the District’s online vendor portal, B2Gnow, located on the District’s Website at: <https://jpshealth.gob2g.com>.

The District will monitor contract compliance via B2GNow. The prime vendor and any subcontractors awarded contracts as a result of this Solicitation are required to use the secure web-based system to submit project information including, but not limited to, monthly progress payment reports and other information related to MWVBE participation. The District may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award. Noncompliance may result in exclusion of a vendor from future contract opportunities with the District.

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTION 2252.908**

Texas Government Code Section 2252.908 (“Section 2252.908”) states that a governmental entity or state agency ***may not*** enter into certain contracts with a business entity unless the business entity submits Form 1295, 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***.  Section 2252.908 applies to all contracts entered into from and after January 1, 2016 between business entities and Texas governmental entities and state agencies which meet either one of the following criteria:

1. the contract requires a vote of the governing body of the Texas governmental entity, or

2. the contract has a contractual value of at least $1 Million.

The Texas Ethics Commission has adopted a Certificate of Interested Parties form (“Form 1295”) and has made it available on the TEC website.

In 2017 Section 2252.908 was amended to provide that the requirements of Section 2252.908 do not apply to the following contracts entered into or amended after January 1, 2018:

1. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

2. a contract with an electric utility, as that term is defined by Section 31.002, Texas Utilities Code; or

3. a contract with a gas utility, as that term is defined by Section 121.001, Texas Utilities Code.

In the event a Contract Award is issued pursuant to this Solicitation, the Respondent receiving the Contract Award shall be required to comply with the provisions of Section 2252.908, Texas Government Code, and the Chapter 46 Rules of the TEC, prior to entry into a contract with the District. The TEC has posted a video tutorial to its website for business entity filings of Form 1295. The TEC video provides step-by-step tutorials for creating login accounts for the business entity for completing and filing Form 1295. The TEC video tutorials can be viewed on its website at:

<https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm>

The TEC’s FAQs are posted on its website at:

<https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php>

**COMPLIANCE WITH TEXAS GOVERNMENT CODE CH. 2271 (Boycott of Israel Prohibited)**

In 2017 Texas Government Code Section [2271.001](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2271.htm) et seq. was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that (i) the company does not boycott Israel, and (ii) the company will not boycott Israel during the term of the contract. The requirement was modified in 2019 to apply only to contracts with a value of $100,000 or more that are made with a company (not including sole proprietorships) with 10 or more full-time employees. The term “boycott Israel” is defined in Section [808.001(1)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.808.htm) of the Texas Government Code and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict harm on, or limit commercial relationships specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. Any awarded contract must comply with the verification requirements in Texas Government Code Section [2271.001](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2271.htm), and a Respondent’s failure or refusal to comply will result in the withdrawal of the Contract Award. **Respondents should ensure they and their affiliates do not appear on the Texas Comptroller’s** [**List of Companies that Boycott Israel**](https://comptroller.texas.gov/purchasing/docs/anti-bds.pdf)**.**

**COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTIONS 2252.151 et seq. (Scrutinized Business Operations in Sudan, Iran, or with Designated Foreign Terrorist Organizations Prohibited)**

In 2017 Texas Government Code Chapter 2252 was amended by adding Sections [2252.151](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.151) et seq. to provide that a Texas governmental entity is prohibited from entering into a contract with a company that engages in certain scrutinized business operations in Sudan, Iran, or with foreign terrorist organizations. A Texas government entity may not enter into a contract with a “scrutinized company” as defined in Section [2270.0001(9)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0001) of the Texas Government Code. **Respondents should ensure that they and their affiliates do not appear on the Texas Comptroller’s** [**Scrutinized Companies Lists**](https://comptroller.texas.gov/purchasing/publications/divestment.php)**. The District is** [**prohibited by law**](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.152) **from entering into a contract with a company on such a list (including a company with any affiliate on the list).**

**COMPLIANCE WITH TEXAS GOVERNMENT CODE CH. 2274** (**Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited)**

In 2021, Texas Government Code Chapter [2274](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.htm) was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that (i) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) the company will not discriminate against a firearm entity or firearm trade association during the term of the contract. The requirement applies only to contracts with a value of $100,000 or more that are made with a company (not including sole proprietorships) with 10 or more full-time employees. The requirement does not apply to sole source contracts or competitive solicitation-related contracts where no respondent can provide the verification required. (See Sec. [2274.002(c)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.htm#2274.002)). The term “discriminate against a firearm entity or firearm trade association” is defined in Texas Government Code Section [2274.001(3)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.htm#2274.001) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. Any awarded contract must comply with the verification requirements in Texas Government Code Section [2274.002](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.htm#2274.002), and a Respondent’s failure or refusal to comply will result in the withdrawal of the Contract Award.

**COMPLIANCE WITH TEXAS GOVERNMENT CODE CH. 2276 (Boycott of Certain Energy Companies Prohibited)**

In 2021, Texas Government Code Chapter [2276](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2276.htm) was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that (i) the company does not boycott energy companies, and (ii) the company will not boycott energy companies during the term of the contract. The requirement applies only to contracts with a value of $100,000 or more that are made with a company (not including sole proprietorships) with 10 or more full-time employees. The term “boycott energy company” is defined in Section [809.001(1)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.809.htm#809.001) of the Texas Government Code and means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A). Any awarded contract must comply with the verification requirements in Texas Government Code Section [2276.002](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2276.htm#2276.002), and a Respondent’s failure or refusal to comply will result in the withdrawal of the Contract Award.

**TEXAS PUBLIC INFORMATION ACT**

Each Respondent acknowledges that the District is a governmental body operating under and subject to the provisions of the Texas Public Information Act (“TPIA”) (Chapter 552 of the Texas Government Code) and thereby acknowledges that certain information collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid TPIA request. Respondent is responsible for challenging any requests for information it considers confidential under the TPIA. The requirements of Subchapter J, Chapter 552 of the Texas Government Code apply to this bid, and the contractor or vendor agrees that that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. **Respondents should consult the Attorney General’s website (**[**https://www.texasattorneygeneral.gov/open-government/office-attorney-general-and-public-information-act**](https://www.texasattorneygeneral.gov/open-government/office-attorney-general-and-public-information-act)**) for information concerning the application of the provisions of the TPIA to proposals and proprietary vendor information.**

* 1. **SOLICITATION RESPONSE REQUIREMENTS, CONDITIONS AND RELATED INFORMATION**
     1. **Preparation of Solicitation Response.**

#### Each Respondent should carefullyexamine and familiarize itself with this Solicitation and all exhibits, drawings, specifications, and instructions included in this Solicitation. Each Respondent, by submitting a Solicitation Proposal, represents that Respondent has read and understands this Solicitation and the drawings, exhibits attached to this Solicitation.

#### Each Solicitation Response shall be fully completed, shall contain all the information required from the Respondent by this Solicitation, including the Vendor Certification Form attached hereto as [Exhibit D](#ExC) (“Required Information”), and shall be signed and executed, on the Signature Form attached hereto as [Exhibit B](#ExB) by an officer or other authorized representative of the Respondent. Each page of a Solicitation Response shall contain the company name of the Respondent. A Respondent’s failure to provide any of the Required Information in its Solicitation Response, or the failure of the Solicitation Response to contain the signature of Respondent’s officer or other duly authorized representative, may result in the District’s disqualification of such Solicitation Response. The Required Information shall include detailed information regarding the Respondent’s historical efforts (for the last year) to utilize DBE subcontractors and vendors in its prior business transactions and shall include such detailed information in its Solicitation Response.

#### Each Respondent shall be responsible for and shall bear all costs for the preparation and presentation of its Solicitation Response. Unless otherwise designated by Respondent and agreed by the District, the Solicitation Response and all drawings, materials, supporting documentation, manuals, etc. submitted with any Solicitation Response (“Submitted Materials”) will, immediately upon submission, become the property of the District. After the date upon which the final vendor is selected (See Section I.C.1 below) Respondents may request the return of the Submitted Materials. However, all costs associated with returning the Submitted Materials to a Respondent shall be born and paid in advance by the Respondent.

#### The District does not guarantee the confidentiality of any Submitted Materials. Each Respondent, by submitting a Solicitation Response, acknowledges and agrees that any Submitted Materials will be distributed or made available to appropriate District personnel and consultants involved in this Solicitation process, and further understand that the Submitted Materials may be subject to disclosure pursuant to the TPIA. Information considered proprietary by a Respondent should be clearly marked “Proprietary” when submitted with a Solicitation Response.

#### The District reserves the right to modify and/or supplement this Solicitation by amendment issued by the District prior to the date and time of the Response Deadline (defined herein). Any such amendments will be posted on-line prior to the Response Deadline at the same District internet site where this Solicitation is kept available for solicitation of Solicitation Responses. It is the responsibility of each Respondent to check that internet site frequently to determine if any amendments have been issued.

#### The District reserves the right to withdraw this Solicitation, at its sole discretion, from any or all prospective vendors and Respondents at any time, before or after the Response Deadline. The withdrawal, if ever, of this Solicitation shall be effective upon the District’s issuance of written notice posted on-line at the same District internet site where this Solicitation is kept available for solicitation of Solicitation Responses, which notice may also be sent by the District to the prospective Respondents in any manner deemed reasonable by the District.

* + 1. **Form of Contract.**

### Any Respondent awarded a contract with the District for the purchase and sale of the products and/or services pursuant to this Solicitation shall be required to execute an agreement between the Respondent and the District which shall in all material respects contain the terms and conditions set forth in [Exhibit C](#ExC) (Contract Terms), which is attached hereto and incorporated herein for all purposes. The District will not agree to change the Contract Terms except under unusual circumstances approved in the sole discretion of the District and its legal counsel. The District will entertain changes to the Contract Terms to the limited extent required to conform the unique terms of the Solicitation Response to the Contract Terms (e.g., unique payment provisions, terms and conditions). The District reserves the right to approve or reject any proposed changes to the Contract Terms submitted by Respondents.

### **IF ANY RESPONDENT PROPOSES CHANGES TO THE CONTRACT TERMS THE RESPONDENT MUST DO SO BY PROVIDING A REDLINE IN RESPONSE TO EXHIBIT C, THE *VENDOR’S PROPOSED REVISIONS* SHOWING ALL PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS TO THE REQUIRED CONTRACT TERMS. A RESPONDENT’S ATTEMPT TO PROVIDE ITS PROPOSED EXCEPTIONS, ADDITIONS, DELETIONS AND/OR REVISIONS IN ANY MANNER OTHER THAN AS INSTRUCTED MAY RESULT IN THE DISTRICT’S REJECTION OF THE RESPONSE WITHOUT FURTHER EXAMINATION.**

Respondents may not request additional changes to the Contract Terms after the Solicitation Response has been submitted to the District, nor will the District agree to negotiate any requested changes to the Contract Terms which are not included with the Solicitation Response in the manner and form set forth above in this section I.B.2 and in Exhibit C.

* + 1. **Submission of Solicitation Responses.**

#### All Solicitation Responses shall be submitted to the District as follows:

* + - * 1. **All Solicitation submissions must be sent electronically to** [**Bid\_submissions@jpshealth.org**](mailto:Bid_submissions@jpshealth.org). **Please ensure this RFP # 20251334120 is in the subject of the email with your proposal submission.** The proposal (except for any redline of the Contract Terms) must be submitted in a format that preserves graphic appearance, such as portable document format (PDF) or other digital image format that is platform-independent and easily readable without purchased software. If you submit a redline in response to Exhibit C, you must provide an editable, unlocked/unsecured version of the redline with your Solicitation Response (preferably in track changes).
        2. An attempted award will be deemed invalid if the Respondent, upon award of a contract (if ever), is not registered with **JPS Vendor Portal** (<https://jpshealth.gob2g.com/>) or is not in compliance with the District’s requirements for vendor credentialing.
        3. Respondents must submit the Solicitation Response as follows: the body of the email containing the Solicitation Response must state the following: (i) the name and address of the Respondent, (ii) the Response Deadline, and (iii) the Solicitation number. **Please put the Solicitation number and description in your email subject line.**
        4. Unless otherwise expressly provided in this Solicitation or in any amendment to this Solicitation, no Respondent shall modify or cancel the Solicitation Response or any part thereof for thirty (30) days after the Response Deadline. Respondents may withdraw Solicitation Proposals at any time before the Solicitation Proposals are opened by the District, but may not resubmit them. No Solicitation Proposal may be withdrawn or modified after the Solicitation Proposal deadline.
        5. Solicitation Proposals will not be considered if they show any omissions, alterations of required forms, additions or conditions not requested or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interest of the District.
        6. The Respondent acknowledges the right of the District to reject any or all Solicitation Responses and to waive any informality or irregularity in any Solicitation Response received. In addition, the District reserves the right to reject any Solicitation Response if the Respondent failed to submit the data, information or documents required by this Solicitation, or if the Solicitation Proposal is any way incomplete or irregular.
        7. Failure to follow the instructions regarding the submission of Solicitation Responses may result in the District’s disqualification of such Solicitation Responses.

#### Solicitation Responses are due on or before **11-03-2025, 2:00 p.m. CST (“Response Deadline”).** The Response Deadline may be extended by the District upon amendment to this Solicitation issued prior to the then-existing Response Deadline. Solicitation Responses are not scheduled for public opening. No telephone, telephonic, or FAX Solicitation Responses will be accepted. The District will not be responsible for missing, lost, or late deliveries. **Solicitation** **Proposals delivered after the Response Deadline will not be accepted or considered under any circumstances**.

#### Each Solicitation Response shall contain the completed form entitled, “Vendor Certification Form” set forth on [Exhibit D](#ExD) which is attached hereto and incorporated herein for all purposes.

#### Each Solicitation Response shall contain the completed form entitled “Conflict of Interest Questionnaire” set forth on [Exhibit E](#ExE) which is attached hereto and incorporated herein for all purposes, and shall return the Conflict of Interest Questionnaire with its Solicitation Response.

* 1. **SOLICITATION SCHEDULE AND RELATED INFORMATION**
     1. **Estimated Schedule**

|  |  |
| --- | --- |
| Milestone | Date |
| Solicitation Issued | **10-06-2025** |
| Deadline for Questions Submitted by Respondents | **10-20-2025, 2:00 p.m. CST** |
| Pre-Proposal Conference | **No Pre-proposal Conference** |
| Response Deadline | **11-03-2025, 2:00 p.m. CST** |
| Solicitation Evaluation Period | **TBD** |

#### **Pre-Proposal Conference**. No Pre-Proposal Conference will be conducted.

#### **Milestone Dates.** Milestone Dates are estimated for planning purposes only and are subject to change.

* + 1. **District Solicitation Contact**

Respondents may, in the manner prescribed herein, present requests (“Submission Questions”) for an explanation, clarification or interpretation of the Business Requirements in this Solicitation and/or other requirements for submission of Solicitation Responses to the Solicitation Contact identified below during the proposal submission period. All Submission Questions must be submitted in writing and emailed tothe Solicitation Contact, at the email address set forth below, and must reference the appropriate pages and sections number of this Solicitation that are the subject of such Submission Questions. The final date and time to submit Submission Questions **is 10-20-2025, 2:00 p.m. Central Time. NO PHONE CALLS PLEASE.** Confirmation of the delivery of Submission Questions to the District is the sole responsibility of the Respondent. The District may, in its sole discretion, elect not to answer or respond to any or all Submission Questions it receives, and the failure of refusal of the District to answer or respond to any Submission Question will not affect, in any way, this Solicitation. Submission Questions may be informally addressed during the Pre-Proposal Conference; provided, however, that no answer or response to any Submission Question by any representative of the District shall be effective unless and until it is issued by the District in writing in the form of one or more addenda to the Solicitation, and has been posted to the District’s Solicitation website link prior to the Response Deadline. It is the responsibility of each Respondent to check the website for all addenda to the Solicitation up to the Response Deadline. Prospective vendors are advised that no District employee other than the Solicitation Contact is empowered to make binding statements regarding this Solicitation, and no statements, clarifications, or corrections regarding this Solicitation are valid or binding on the District except those issued in writing by the Solicitation Contact as addenda to the Solicitation.

**Contact between Respondents and the District, other than in the manner described and set forth in this Section I.C.2, during the Solicitation Response submission period or evaluation period is prohibited. Any attempt by a Respondent to engage in prohibited contact with the District or the Solicitation Contact may result in disqualification of its Solicitation Response.**

The Solicitation Contact is:

Eureka Harris, Senior Contracts Administrator

Contracts Management Department

JPS Health Network

JPS Professional Office Complex

1350 S. Main St., Ste. 1350 (1st floor)

Fort Worth, TX 76104

Email: [Bid\_Submissions@jpshealth.org](mailto:Bid_Submissions@jpshealth.org)

District’s Solicitation website link: <https://www.jpshealthnet.org/vendors/open-rfpsrfbsrfqs>

1. **BUSINESS REQUIREMENTS**
   1. **INTRODUCTION**

The District is requesting proposals from qualified vendors to provide annual net revenue comparative pricing and contract modeling. The selected vendor will assess the District’s charges and payor contracts for comparative analysis to better position the District with respect to competitive pricing, while also considering the gross and net financial impact of these changes and long-term strategic pricing goals.

* 1. **BACKGROUND**

The Tarrant County Hospital District, known as [JPS Health Network](https://jpshealthnet.org/) (“District”), is a tax-supported organization serving the healthcare needs of families across Tarrant County. JPS provides adult inpatient care at John Peter Smith Hospital, a facility licensed for 582 beds and located in Fort Worth, Texas. JPS has served as a Level I Trauma Center for Tarrant County for over a decade and is currently the largest training institution in Fort Worth.

The health network offers comprehensive services including primary care, specialty care, and pharmacy at more than 25 community locations. JPS is dedicated to providing a full continuum of behavioral health services, including inpatient services at Trinity Springs Pavilion, emergency behavioral health services at our Psychiatric Emergency Center, outpatient services at our JPS clinics, and mental health services for children and adolescents through programs like [TCHATT](https://jpshealthnet.org/medical-professionals/tcmhcc).

JPS is governed by an eleven (11) member Board of Managers, whose members are appointed by the Tarrant County Commissioners Court.

* 1. **PROJECT SCOPE**

Comparative rate modeling is the comprehensive evaluation and recommendation of new CDM line-item pricing using software to realign the existing price structure and better position the District’s pricing within its respective market while simultaneously considering the gross and net financial impact of the changes and overall financial goals. The District evaluates this on an annual basis.

* 1. **MINIMUM REQUIREMENTS**

Describe your process and qualifications to meet the below requirements.

*Phase I - Setup.* Vendor should schedule a conference call with District to establish a deliverable schedule, to identify key contributors, discuss required data, and confirm final deliverables.

Vendor can expect the following electronic data files to be available from the District:

1. Charge/financial item master (all data elements);
2. Revenue and usage data (with breakouts by facility) broken out by charge code, department number, patient type, and insurance plan;
3. Pharmacy subsystem data files;
4. General ledger revenue totals by department;
5. Reimbursement data by insurance plan;
6. Local competitor list;
7. Department list with department managers or corporate representatives contact information; and
8. Payor contracts.

The District expects the Vendor to link CDM active line items with volume to the Vendor best practice CDM and comprehensive compliance and pricing rules engines. Vendor will review the item descriptions and assign one standard code to almost every item with usage in the CDM.

Before the initial rate modeling, the District’s data should be verified with respect to prices, volumes, revenues, and reimbursement methodologies. The District expects the Vendor to work with the District to complete data verification and resolve any issues.

Vendor will be expected to analyze the District’s reimbursement methodologies to determine the sensitivity of each payer to a pricing change and include percent reimbursement for individual charge-based payers. Vendor will determine the method of reimbursement for all insurance plans within each payer and calculate a weighted average reimbursement, based on the revenues represented by that plan within the payer category.  No additional net revenue will be received from fixed-price payers (e.g., Medicare, Medicaid, and other DRG or per diem contracts). Vendor will use this information to calculate line-item payer mix sensitivity for each charge code in the hospital’s CDM to forecast the impact of price changes on net revenue.

*Phase II – Initial Rate Modeling*. Vendor will be expected to develop prices based upon comparative pricing benchmarks (usually the median prices in the market), procedural net contribution margins, and guidelines from the District’s management.

Vendor will use its comparative pricing database during the rate modeling which is comprised of two main data sources:

1. Vendor’ proprietary pricing benchmarks, which is derived from the chargemasters of other Vendor customers that have recently submitted data for use in Vendor products and services; and
2. CMS public domain data from the most currently available 100% Medicare outpatient data sample that includes pricing details by CPT/HCPCS code.

*Contract Modeling*

The District’s managed care contract provisions and additional payer-related information will be supplied to Vendor. Using this detail, vendor will accurately model the impact of managed-care contract provisions such as outliers and carve-outs on profit changes resulting from pricing revisions.

To obtain the most accurate forecast results, Vendor will be expected to assign individual service on each itemized bill to a specific payer. Vendor will review:

* Inpatient and outpatient provisions
* Carve outs
* Stop loss/thresholds
* Price increase limits

Using the payer provisions for each individual item code, Vendor will strategically determine the best candidates for pricing adjustments.

Custom Benchmarking – Vendor will select hospitals that are of similar size and geographical location from its comparative pricing database as the basis for pricing benchmarks. Custom benchmarks must be blinded and in compliance with guidelines published by the Department of Justice Antitrust Division. Vendor will be expected to provide benchmarks that reflect the 25th, 50th and 75th percentile. For the purpose of the initial assessment, Vendor will use the quartile that is closest to the District’s current pricing level.

CMS Public Domain Data – Vendor should provide a report of CMS public domain data as it relates to the District’s prices based solely on the CPT/HCPCS codes that were reported to CMS. The District will provide a list of five local competitor hospitals (names and locations) that Vendor will include in a side-by-side price comparison report, at the CPT level.

Vendor will be expected to work with the District to develop price modeling assumptions and/or constraints before developing an initial pricing Model. Overall topics include model revenue targets, constrained areas where no price changes should be allowed, or price change limits for price sensitive areas.

After establishing pricing model assumptions, Vendor will develop up to two price models for the District. Prices lower than the comparative pricing benchmarks can be raised to reasonable levels while prices much higher than the benchmarks can be lowered resulting in a more defensible pricing strategy. Other modeling considerations include:

1. Logical pricing group - where items are grouped together into Vendor assigned logical groups and then modeled systematically to preserve pricing relationship between similar items. This added quality step minimizes the risk that related or similar items will respond differently to the modeling variables; and
2. CMS laboratory fee schedule comparison - where the model incorporates the fee schedule to prevent proposed prices to fall below the payment rate.

Vendor will be expected to electronically deliver and discuss with the District up to two developed models before the meeting. The District will select the model that most appropriately represents the District’s goals, after which Vendor will be expected to create an initial version report.

*Phase III - Onsite Consulting*. Vendor will be expected to meet with District management via a remote platform to discuss the line-item report. During the meeting, District management will have the opportunity to make changes to the modeled prices and view the gross and net revenue impact of those changes.

*Phase IV – Final Rate Modeling*. The District must be able to submit additional changes for an agreed period of time following the presentation of the first version. Vendor will re-confirm the modeling parameters and will obtain the District’s verbal approval to proceed with the final version development, quality control and delivery.

**PROJECT DELIVERABLES**

Vendor will deliver the following reports annually.

* Price Variances from Median or Benchmark - shows how each department is priced in comparison with Vendor’s comparative pricing benchmark (usually the median price for the market).
* Revenue Mapping Report - total gross revenue for each department compared to the total revenue for the charge items on that department’s CDM that have been comparatively reviewed. (Not all items in the District’s CDM may be comparatively reviewed due to the potential of unique charge items or descriptions that other hospitals in the comparative database may not have. Some charges with minimal revenues may also be excluded from the comparative pricing benchmark calculations.)
* CMS Comparative Report - Vendor will deliver a side-by-side comparison, at the CPT level, for the District and five of its local competitors.
* New Budget Revenue - gross revenue by department, before and after price change, as well as the impact on net revenue and budgeted contractual adjustments. This report should be presented in total for all patient types, as well as segregated by patient type (inpatient and outpatient).
* Payer Revenues - pre- and post-rate change: changes in overall revenue, before and after price change, for each payer.
* Pricing Detail by Procedure Description - CDM line item detail of suggested price changes as a result of the comparative rate modeling.
* High Variance Price Changes - Detail of individual line item price changes with the highest variances from the current price level.
* CMS CPT® Exceptions - Current prices below the CMS Laboratory CPT® Fee Schedule.

Vendor will provide an electronic spreadsheet file containing the final reviewed prices. The District will determine whether their data processing system can facilitate the use of the file.

**ADDITIONAL TERMS AND CONDITIONS**

* The District’s Chief Financial Officer or her designee is responsible for all decisions regarding the final prices for each charge item.
* Vendor may rely on information provided to it by the District and need not undertake an independent investigation regarding the accuracy of the data submitted by the District unless specifically engaged to do so.
* Since Medicare coding guidelines may vary from locality to locality and payer to payer, Vendor 
  1. **PRICE QUOTES**

Price quotes shall remain firm during Solicitation evaluation and for an additional 120 days after recommendation for award. Pricing must remain fixed for the initial term of the agreement. Respondents must include all costs associated with use of the items. Any costs not included in the Solicitation response cannot be charged to the District. Respondents may propose pricing increases for the optional renewal terms with set caps (e.g., no more than 1% to 3% annually). Use the spreadsheet attached as [Exhibit A](#ExA) to this Solicitation to provide line-item pricing in your Response.

* 1. **CONTRACT TERM**

The proposed term of the contract is **three (3) years with two (2) additional one-year renewal options**. The District may exercise the renewal options by providing vendor with written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the then-current term. The contract will be subject to cancellation by the District for any reason, at any time, and without penalty of any kind upon furnishing thirty (30) days’ advance written notification to vendor. At the end of the term, the District reserves the right to extend the contract for up to 180 days to provide an opportunity to bring a new contract into place with another vendor.

* 1. **SELECTION AND EVALUATION PROCESS**

**Selection Process**The Solicitation Contact shall designate an evaluation committee (“Evaluation Committee”) which will be composed of employees from the District. The District reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary. The Evaluation Committee will narrow the field of submitted Solicitation responses to those which best meet the requirements of this Solicitation and which best meet the complete needs of the District. Each such Solicitation Response will then be evaluated according to the criteria set forth herein.

**Evaluation Criteria Specific to This Solicitation**The Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this Solicitation. The evaluation of Solicitation Responses will involve scoring each Solicitation Response in the areas listed and set forth below in Section I (Evaluation Factors). The District’s evaluation of the Solicitation Responses will be based upon each Respondent’s response to the evaluation factors stated in this Solicitation. Any Respondent’s failure to provide complete and full responses to the requested information may lead to disqualification of such Solicitation Response.

* 1. **EVALUATION FACTORS**

In determining how to award a contract or contracts in conjunction with the Solicitation, the District may consider the following:

1. Price
2. The reputation of the Respondent and of the Respondent’s goods and/or services.
3. The extent to which the goods and/or services meet the District’s needs.
4. Quality of Respondent’s goods and/or services.
5. Diversity Enterprise Participation – the utilization of minority, woman, and veteran-owned businesses.
   1. **SOLICITATION RESPONSE CONTENT**

The overall Solicitation Response should not exceed 25 pages total, excluding exhibits. Please note the District can only accept email responses with a size limit of no more than 45 megabytes. Any messages that contain password-protected or compressed (zipped) file attachments will be quarantined by the District’s security system and can only be released by administrators for delivery into Outlook. The District’s security system will recognize most common filename extensions, including: .xlsx (Excel), .docx (Word), Adobe PDF, and image files including .jpg, .tiff, and .gif. Any message containing an unknown or prohibited file extension will be quarantined (e.g., numbers, representative of Apple Numbers application).

1. **Executive Summary**

Provide a synopsis of the highlights of the proposal and overall benefits of the proposal to the District. This synopsis should not exceed two pages in length and should be easily understood.

1. **Company Background**

* Provide key contact names, title, email address and phone numbers.
* Provide authorized contract signor’s name and email address.
* Provide an overview of your company. Include number of years in business, parent company and location of local offices.
* Who is the primary contact during this RFP process (name, title, phone and email address)?
* What differentiates you from other pricing and contract modeling firms?
* Advise if your company has had any HIPAA breaches within the last three years?
* For any litigation involving Respondent that (i) is currently ongoing or (ii) was filed within the last five years, provide the style of the case, cause number, and court along with a short summary of the claims and defenses of the parties and anticipated resolution timeframe.
* Does Respondent require a contractual liability cap on damages? If so, indicate the maximum cap Respondent will accept. Indicate whether the cap would exclude indemnification obligations for third-party claims resulting from Respondent’s violation of law or breach of the agreement. NB: The District is not required to accept any liability cap proposed. This is requested for informational purposes to assist in evaluating the risks of the proposed services.

1. **Program Staffing**

* Total number of employees.
* Please provide the details of the experience of consultants and analysts.
* Please provide a brief overview of the background, credentials and education of those individuals who would be staffed to work this engagement.
* Please describe your firm’s approach to employee training.  Please include a curriculum indicating the training material that is covered.  In addition, please describe education and training offerings you would provide to JPS staff.

1. **Pricing**

* Provide pricing structure for consulting services.

1. **Servicing Approach**

* Provide a summary of services for analyzing pricing and contracts.  Include detail on analysis and consulting services, reporting, and scope of work.
* Provide details regarding any value added services, special benefits or advantages JPS will realize if your company is selected.
* Provide three client case studies that illustrate cash improvement from modeling engagements.
* Describe typical structure for interaction with clients over the course of engagement, including meeting frequency, onsite presence, and information distribution.
* Describe typical project roles for vendor team and average number dedicated resources.
* How many clients do you have on the EPIC platform?
* Number of current clients.
* Number of new clients for the last 3 years.
* Submit copies of standard reports that are utilized on modeling engagements.
* Please describe your Quality Assurance process.
* Please describe your firm’s experience maintaining HIPAA compliance.
* Please describe any requirement to receive, store, or reference patient level information from JPS Please outline how this information will be accessed (local system or via JPS systems).
* What difficulties do you anticipate in serving JPS and how do you plan to manage these? What assistance will you require from JPS?

1. **Research and Development**

Please describe your plans for future development. What plans do you have in place to continue enhancing your services?

1. **References**

Provide a customer reference list of at least three (3) organizations (EPIC users preferred) with whom Respondent currently has agreements with and/or has previously provided Payment Validation Services of comparable type and scope within the past five (5) years. Reference list to include, company name, contact person, and telephone number, description of products and services provided, and length of business relationship.

*The District will contact the references provided to determine Respondent’s performance record for products/services similar to that described in this request.*

1. **Other**

* Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
* Provide any details of all past or pending litigation or claims filed against your company that could affect your company's performance under an agreement with the District.
* Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

1. **Diversity Enterprise Participation**

Provide a discussion on how the Respondent intends to meet the District’s goal of 25% MWVBE participation for the scope/specifications of this Solicitation. Discuss any MWVBE management partners the Respondent plans to team with to provide the scope/specifications. (Maximum 1 page)

The District strongly encourages the utilization of minority, woman, and veteran-owned businesses.

A. Submit certificate if Respondent is a certified MWVBE **(do not submit an expired certificate).**

***OR***

B. Communication Outreach – Attach the written notification of the subcontracting opportunity and list of three agencies and /or organizations notified regarding the interest in MWVBE participation in this contract; ***and***

C. Plan of Action – List the subcontractors selected for participation, their certification, and approximate dollar value of the work to be subcontracted and the expected percentage of the total contract amount.

1. **Required Forms**

a. [Exhibit B](#Check8): Signature Form

b. Exhibit C: Signed Vendor Proposed Revisions (an **editable, unlocked/unsecured redline** in track changes if proposing changes)

c. [Exhibit D](#ExD): Vendor Certification Form

d. [Exhibit E](#ExE): Conflict of Interest Questionnaire

e. [Exhibit F](#ExG): JPS Supplier Diversity: Good Faith Form

* 1. **EVALUATION CRITERIA SCORE SHEET**

| **EVALUATION CRITERIA** | **Possible Points** | **Vendor**  **Score** |
| --- | --- | --- |
| * + 1. Price – Best Value   Pricing will be scored according to the pricing formula: (Lowest Responsive Price / Price of Respondent Being Evaluated) x Possible Points = Vendor Score | **20** |  |
| **THIS SECTION WILL BE SCORED BY THE EVALUATION COMMITTEE** | | |
| * + 1. The extent to which the goods and/or services meet the District’s needs. | **35** |  |
| * + 1. Quality of Respondent’s goods and/or services. | **20** |  |
| * + 1. The reputation of the Respondent and the Respondent’s goods and/or services. | **25** |  |
| **MWVBE PARTICIPATION** | | |
| Minority, Woman, and Veteran-Owned Business Enterprise Participation.  **This Section is evaluated but not weighted or scored**: | | |
| Is the Respondent a certified MWVBE? | **Y** | **N** |
| **MAXIMUM TOTAL POSSIBLE POINTS** | **100** |  |
| **Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **Evaluator ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **RFP #20251334120 Net Revenue Comparative Pricing and Contract Modeling** | | |

**Exhibit A**

**Price Sheet**

**RFP #20251334120 Net Revenue Comparative Pricing and Contract Modeling**

**Respondents must include all costs associated with the project. Any costs not included in your Solicitation Response cannot be charged to the District.**

|  |  |  |
| --- | --- | --- |
| **Description** | **Cost** | **Total** |
|  |  |  |
|  |  |  |
|  |  |  |
| **Other costs** |  |  |
| **[insert additional lines as needed]** |  |  |
| **Total Cost:** | |  |

**Exhibit B**

**Signature Form**

Respondent shall signify Respondent’s acceptance of and compliance with the requirements, terms, and conditions of this Solicitation by signing in the signature space set forth below.

Respondent warrants that Respondent has examined and is familiar with this Solicitation and its terms and conditions. Respondent warrants that Respondent does not engage in scrutinized business operations in Sudan, Iran or with foreign terrorist organizations, does not engage in any prohibited boycott, and that Respondent does not appear (nor does any affiliate appear) on any [Texas Comptroller Divestment Statute Lists](https://comptroller.texas.gov/purchasing/publications/divestment.php).

Respondent warrants that it has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily finance and complete the products and services in its Solicitation Response.

Respondent certifies that the individual signing this Solicitation Response is authorized to sign such documents on behalf of the Respondent entity and to bind Respondent and is authorized to bind the Respondent in this Solicitation Response.

RESPONDENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF CONNECTED WITH, OR RESULTING FROM ANY ACTS OF OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF THE SOLICITATION RESPONSE AND/OR THE AWARD OF A CONTRACT THEREON BY THE DISTRICT.

|  |  |
| --- | --- |
| **RFP #20251334120 Net Revenue Comparative Pricing and Contract Modeling** | |
| Respondent (Company) Name: | |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: |
| Printed Name: Title: | |
| Telephone: Email: | |

**Exhibit C**

**Contract Terms**

**RFP #20251334120 Net Revenue Comparative Pricing and Contract Modeling**

**Respondent: Please provide your proposed contract form for the solution you are proposing to the District. Include all documents the District would be required to sign or accept in order to use the solution (any EULA, software license, etc.). You must submit an editable** **unlocked/unsecured electronic copy (text file, e.g., doc, docx, rtf, odt, txt) of your proposed contract(s). The District will not consider any contract or other document not provided in an editable unlocked/unsecured format.**

If you are proposing any revisions to Exhibit C, the Contract Terms, you MUST indicate this below and **provide a redlined draft of your proposed revisions**. The District will only consider those exceptions, additions, deletions or revisions as are set forth by Respondent specifically in response to this Exhibit C. The District may accept or reject your proposed revisions at its sole discretion. No proposed revisions will become effective unless accepted by the District and agreed to in writing and signed by both parties.

The District considers the Respondent to agree to all terms and conditions of the Contract Terms (including Exhibits), unless otherwise indicated herein. Absence of a redline will constitute agreement, and there will be no further negotiations regarding the same. **Respondents submitting redlines must provide an editable unlocked/unsecured version of the redlined draft with their Solicitation Response (preferably in track changes).**

***BEFORE YOU EDIT EXHIBIT C, PLEASE NOTE*: The District will not agree to:**

* **indemnify the vendor;**
* **limit the vendor’s liability;**
* **shorten the statute of limitations for any claim;**
* **submit to binding arbitration;**
* **waive its right to a jury trial; or**
* **waive its existing governmental immunity.**

**As such, please be aware that edits to the following Sections of Exhibit C *may result in rejection of your proposal*:**

* **General Indemnity**
* **Liability**
* **Budgetary and Other Limitations**
* **Texas Public Information Act**
* **Texas Government Code Verification**
* **Governing Law: Jurisdiction**

*\*RESPONSE AND SIGNATURE ON FOLLOWING PAGE*

**Respondent *MUST* check the appropriate response below:**

Respondent accepts Contract Terms without exception.

OR

Respondent proposes exceptions/modifications to the Contract Terms.

****

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Printed Name

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Title

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

Date

*\*CONTRACT ON FOLLOWING PAGE*

1. Term and Termination. The parties agree that this Agreement shall be for a period of three (3) years, commencing on the Effective Date (“Initial Term”). Thereafter, Customer may renew the Agreement for up to two (2) additional one-year terms by providing Vendor with written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the then-current term (any such renewal, a “Renewal Term” and together with the Initial Term, the “Term”). At the end of the Term of the Agreement, Customer reserves the right to extend the Agreement for up to 120 days to provide an opportunity to bring a new contract into place with another vendor. Either party may terminate this Agreement for cause upon a material breach by the other party of its obligations hereunder, which breach is not cured within fifteen (15) days after the breaching party is given a Notice of Material Breach (defined below). A “Notice of Material Breach” means written notice that includes in all capital letters “NOTICE OF MATERIAL BREACH” and also includes: (i) specific details identifying the material breach; and, (ii) the notifying party’s specific recommendations of actions to be (or if appropriate, not to be) taken by the other party for it to cure the breach. Customer shall have the right to terminate this Agreement without cause at any time prior to such end of the Term of the Agreement by giving Vendor thirty (30) days prior written notice of such termination (hereinafter referred to as “Early Termination”). In the event of Early Termination, Customer agrees that it will pay all amounts due and owing Vendor for all Products provided by Vendor up to and including the date of termination. Customer also shall reimburse Vendor for all expenses incurred by Vendor in the performance of its obligations hereunder and which are or would be due to Vendor if Early Termination had not occurred. Customer acknowledges and agrees that in the event of such Early Termination, Vendor will not provide or otherwise perform any unnecessary part of the Products nor will it incur any unreasonable expenses, but it will perform only those obligations and incur only those expenses necessary to fulfill its obligations under this Agreement. Nothing set forth herein shall limit the Customer’s rights or remedies.
2. Indemnity.
   1. EXCEPT TO THE EXTENT OF ANY OTHER INDEMNITIES EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT WHICH SHALL TAKE PRECEDENCE AND CONTROL OVER THIS INDEMNITY TO THE EXTENT OF THE MATTERS COVERED BY SUCH OTHER EXPRESSLY PROVIDED INDEMNITY(IES), VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE CUSTOMER, CUSTOMER’S MANAGERS, OFFICERS, AGENTS, EMPLOYEES, STAFF, REPRESENTATIVES, AND DIRECTORS (COLLECTIVELY, THE “CUSTOMER INDEMNITEES”) FROM ALL LOSSES (DEFINED BELOW) AND SHALL DEFEND THE CUSTOMER AND CUSTOMER INDEMNITEES AGAINST ALL CLAIMS AND CAUSES OF ACTION OF THIRD PARTIES ARISING OUT OF OR RELATED TO ANY OF THE FOLLOWING, EXCEPT TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OF OR MISUSE OF THE PRODUCTS AND/OR SERVICES BY CUSTOMER OR ANY OF THE CUSTOMER INDEMNITEES OR A BREACH OF THIS AGREEMENT BY THE CUSTOMER: (1) A VIOLATION OF ANY FEDERAL, STATE, LOCAL OR FOREIGN LAW, RULE, REGULATION OR ORDER APPLICABLE TO VENDOR AND/OR ITS EMPLOYEES OR REPRESENTATIVES; (2) ANY VIOLATION OR BREACH BY VENDOR OF ITS REPRESENTATIONS AND WARRANTIES TO THE CUSTOMER IN THE AGREEMENT; OR, THE FACT THAT ANY OF SUCH REPRESENTATIONS AND WARRANTIES CEASES TO BE TRUE DURING THE TERM; (3) THE FAILURE OF VENDOR TO OBTAIN, OR CAUSE TO BE OBTAINED, ANY REQUIRED LICENSES, PERMITS OR CONSENTS FOR THE CUSTOMER TO RECEIVE AND USE THE PRODUCTS AND/OR SERVICES, OR ANY COMPONENT THEREOF, TO THE FULL EXTENT PROVIDED IN THIS AGREEMENT, EXCLUDING ANY REQUIRED CONSENT THAT IS NOT OBTAINED DUE TO THE CUSTOMER’S FAILURE TO PAY FOR SAME; AND (4) PERSONAL INJURIES, DEATH OR DAMAGE TO TANGIBLE PERSONAL OR REAL PROPERTY TO THE EXTENT CAUSED BY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF VENDOR OR ANY VENDOR EMPLOYEE OR VENDOR REPRESENTATIVE.
   2. VENDOR AGREES TO, AND SHALL, INDEMNIFY AND HOLD CUSTOMER HARMLESS AGAINST ANY LOSSES TO THE EXTENT THE SAME ARISE OUT OF OR ARE ASSERTED AGAINST CUSTOMER ALLEGING THAT THE PRODUCT AND/OR SERVICES INFRINGE ANY UNITED STATES PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD-PARTY, PROVIDED THAT (1) CUSTOMER GIVES VENDOR WRITTEN NOTICE WITHIN FIFTEEN (15) DAYS AFTER CUSTOMER’S ACTUAL KNOWLEDGE OF THE EXISTENCE THEREOF, OF ANY SUCH CLAIMS, DAMAGES, OR EXPENSES, (2) CUSTOMER AGREES TO COOPERATE REASONABLY WITH VENDOR AS REASONABLY NECESSARY TO DEFEND, SETTLE, REIMBURSE, OR AVOID ANY SUCH CLAIMS, DAMAGES AND EXPENSES, AND (3) THE PRODUCT AND/OR SERVICES AS OF THE ALLEGED DATE OF INFRINGEMENT WAS IN THE SAME FORM AND CONFIGURATION AS ORIGINALLY SUPPLIED BY VENDOR AND HAD NOT BEEN MODIFIED IN ANY WAY WITHOUT THE PRIOR WRITTEN CONSENT OF VENDOR.
   3. FOR PURPOSES OF THIS SECTION, THE WORD “LOSSES” MEANS ALL ASSESSMENTS, LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, JUDGMENTS, AWARDS, FINES, SANCTIONS, PENALTIES, CHARGES, AND AMOUNTS RESULTING FROM, OR AGREED TO BE PAID IN SETTLEMENT OF, ANY THIRD-PARTY CLAIM OR ALLEGATION INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY AND OTHER LEGAL FEES AND COSTS AND EXPENSES OF INVESTIGATING OR DEFENDING AGAINST SUCH CLAIM OR ALLEGATION.
   4. Upon timely receipt of Customer’s written notice, Vendor will assume the defense of any claims (as described above) against Customer. Customer agrees to cooperate with Vendor in the defense or settlement of all such claims.
   5. Vendor shall not be bound by the terms of any compromise or settlement agreement negotiated or concluded by Customer without the prior written consent of Vendor.
   6. The terms of this Section will not apply to the extent of any use of the Products and/or Services in combination with products or devices not furnished by Vendor.
3. Confidentiality and HIPAA.

(a) Customer may disclose to Vendor in confidence or otherwise make available to Vendor certain material which is not generally known to the public (“Customer Confidential Information”), including, but not limited to, information pertaining to: research; pricing; procurement; distribution; personnel; compensation; financial statements or projections; business plans; contracts; systems development and implementation; scientific and mathematics techniques; infrastructure and technical configuration; security policies; methodologies and implementations; intellectual property; trade secrets; inventions; marketing plans; existing and potential clients, customers, patients, suppliers, vendors and other business relationships; and other information provided, delivered or made available by Customer or otherwise accessible to Vendor. Customer Confidential Information shall not include any protected health information (“PHI”) as that term is defined at 45 CFR § 160.103, which information is subject to the parties’ BAA as well as state and federal laws and regulations.

(b) Vendor agrees to hold in confidence all Customer Confidential Information and to use such information only for the purpose of performing and completing the Services for Customer. Furthermore, Vendor will protect Customer Confidential Information received under this Agreement in the same manner and to the same extent to which it protects its own valuable proprietary information, but in all events using at least a reasonable standard of care. Vendor may not make any copies of Customer Confidential Information except in the course and scope of performing and completing the Services and all Customer Confidential Information (including but not limited to all copies thereof) shall be promptly returned by Vendor to Customer upon the termination or expiration of this Agreement, or sooner if demanded by Customer.

(c) Subject to the requirements of the limitations stated in Section 9 (Texas Public Information Act) below, Customer agrees to keep Vendor’s proprietary information, including all information relating to the Services, confidential and not to use such proprietary information except as contemplated under this Agreement.

(d) The confidentiality obligations in this Agreement shall not apply to information: (1) in a receiving party’s possession prior to disclosure under this Agreement unless disclosed to receiving party by the disclosing party under a prior agreement with the disclosing party for confidentiality or non-disclosure (“Prior NDA”), (2) which is or becomes publicly known through no fault on the part of receiving party, (3) received from a third party not under an obligation to the owner of such information not to disclose it, (4) independently developed by receiving party without the benefit of the information disclosed under either a Prior NDA or this Agreement (as to which receiving party has the burden of proof), (5) required to be disclosed by government regulation, statute, or judicial order, provided that prior to such disclosure and if reasonably possible, receiving party will inform the disclosing party of such requirements and permit the disclosing party to seek a protective order or other relief regarding such information, or (6) disclosed without confidentiality restrictions to any third party by or with the express permission of the disclosing party.

(e) The parties acknowledge the existence of applicable legal requirements pursuant to the federal Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively “HIPAA”). Attached to and incorporated in this Agreement as **[Exhibit 1]** is Customer’s standard Business Associate Agreement (“BAA”). Vendor acknowledges that for all purposes under the BAA and this Agreement, Customer is a “Covered Entity” and Vendor is a “Business Associate”. Furthermore, Vendor agrees to comply with and satisfy all of the terms and conditions of the BAA applicable to a Business Associate. Any violation of or failure to satisfy the terms and conditions of the BAA shall be a breach of this Agreement.

(f) This Section titled “Confidentiality and HIPAA” and the BAA shall survive the termination or expiration of the Agreement.

1. Expenses. Vendor will invoice Customer monthly for the Expenses (defined below) incurred during the applicable monthly period in performing the Services. “Expenses” means those reasonable and necessary out-of-pocket expenses for travel, hotel rooms, and meals, actually incurred by Vendor to perform and complete the Services, which, without the prior approval of Customer, shall exceed neither (i) $\_\_\_\_\_\_\_ [amount TBD based on expected travel, etc.], nor (ii) the applicable per diem lodging rates and per diem meals and incidental expense rates established by the General Services Administration (“GSA”) for Tarrant County, Texas. Current GSA per diem lodging rates and per diem meals and incidental expense rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.
2. Exclusion and Ethics.
   1. Vendor agrees that it will immediately report in writing to the Customer in the event, if ever, Vendor, including any of its officers, directors, employees, contractors or agents, becomes a target of any criminal investigation or any investigation that could result in debarment or exclusion Vendor or such other person from federally or state funded healthcare programs.
   2. Vendor warrants and represents to Customer that Vendor has never been:
      1. convicted of a criminal offense;
      2. listed by a federal agency as debarred, excluded or otherwise ineligible for federal plan participation;
      3. sanctioned by any federal or state law enforcement, regulatory or licensing agency; or,
      4. excluded from any state or federal healthcare program.
   3. Vendor further warrants and represents to the Customer that neither Vendor, nor any of Vendor’s officers, directors, members, partners, shareholders (excluding shareholders, members and limited partners that own less than 5% of the combined voting power of Vendor), employees, contractors or agents:
      1. is currently under criminal investigation or any investigation that could result in debarment or exclusion from federally or state funded healthcare programs; or
      2. has ever been:
         1. convicted of a criminal offense that is a felony or a misdemeanor of moral turpitude;
         2. listed by a federal agency as debarred, excluded or otherwise ineligible for Federal plan participation;
         3. sanctioned by any federal or state law enforcement, regulatory or licensing agency; or,
         4. excluded from any state or federal healthcare program.
   4. If any of the foregoing representations in this Section 5(b) or (c) ceases to be true, Vendor will immediately report same in writing to the Customer.
   5. Upon receipt of any report required by Vendor hereunder or in the event of a failure to report by Vendor, the Customer may without penalty terminate this Agreement and other than the payment of any amounts due and owing through the date of termination, the Customer shall have no further obligations or liabilities hereunder.
3. Availability of Records. To the extent required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the furnishing of any services provided under this Agreement, Vendor shall make available, upon written request by the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) or by the U.S. Comptroller General (the “Comptroller General”), or by their respective duly authorized representatives, this Agreement, and all books, documents and records of Vendor that are necessary to certify the nature and extent of the costs of such services. If Vendor carries out the duties of this Agreement through a permitted subcontract worth $10,000 or more over a 12-month period with a related organization, to the extent required by 42 U.S.C. § 1395x(v)(1)(I), such subcontract also shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.
4. Budgetary and Other Limitations.
   1. Vendor acknowledges and agrees that Customer is a governmental entity and, as such, is subject to an annual budgetary process and the limitation and restrictions of fiscal funding. Notwithstanding any other provision herein, if and to the extent the obligations of this Agreement, either in its initial Term or in any automatically or otherwise renewed Term, should continue over into the Customer’s subsequent fiscal years following that fiscal year when this Agreement was executed and funds are not appropriated or budgeted for this Agreement and completion of the Term in question, the Customer may terminate this Agreement without penalty and shall have no further obligation or liabilities hereunder. However, if the Agreement is terminated pursuant to the terms above, Customer agrees to pay for fees and charges incurred as of the termination date.
   2. Vendor further acknowledges and agrees that there exist constitutional and statutory limitations (“Limitations”) on Customer as a governmental entity respecting certain terms and conditions that may be part of this Agreement, including, but not limited to, (i) terms and conditions relating to liens on Customer’s property, (ii) disclaimers and limitations of warranties, (iii) disclaimers and limitations of liability for damages, (iv) waivers, disclaimers and limitations of legal rights, remedies, requirements and processes, (v) limitations of periods to bring legal action, (vi) granting control of litigation or settlement to another party, (vii) liability for acts or omissions of third parties, (viii) payment of attorneys’ fees, (ix) dispute resolution, (x) indemnities, and (xi) confidentiality, and any such terms and conditions related to the Limitations shall not be binding on Customer except to the extent authorized by the laws and constitution of the state of Texas.
5. Tax Exemption. Vendor acknowledges that Customer is exempt from the assessment of State sales, use and excise taxes, pursuant to [Section 151.309(5), Texas Tax Code](https://statutes.capitol.texas.gov/Docs/TX/htm/TX.151.htm#151.309). Further, Customer is exempt from Federal Excise Taxes under [26 United States Code Section 4253(i)](https://www.govinfo.gov/content/pkg/USCODE-2011-title26/pdf/USCODE-2011-title26-subtitleD-chap33-subchapB-sec4253.pdf). Customer shall provide evidence of tax-exempt status to Vendor upon request.
6. Texas Public Information Act. Vendor acknowledges that Customer is a governmental body under Chapter 552 of the Texas Government Code and thereby acknowledges that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act (“TPIA”) request and hereby assumes full responsibility for challenging any requests for information it considers confidential under Chapter 552. Vendor’s confidential information, which may include, but is not limited to, any trade secrets, financial information, and related proprietary information, (“Confidential Information”) that is provided by Vendor to Customer under the terms of this Agreement may be subject to the exception to disclosure applicable to Customer under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request for public information is made on Customer to disclose documents or information which contain what Vendor has identified to Customer to be, or is otherwise believed by Customer to be Confidential Information, Customer agrees to (i) promptly notify Vendor of such request for disclosure, and (ii) decline any such request for disclosure of such Confidential Information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such disclosure may be withheld; provided, however, failure to notify by Customer shall not be deemed a material breach of the Agreement. Customer is not required to take any further action with respect to any request made for determination by the Attorney General, and after any such request is made, all responsibility for briefing, supplementing and challenging the results of any requests to the Attorney General shall be Vendor’s sole responsibility.
7. Chapters 2271, 2252, 2274, and 2276 Texas Government Code Verification.  
   1. Boycott of Israel Prohibited. In compliance with Section [2271.001](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2271.htm) et seq. of the Texas Government Code, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.  “Boycott Israel” is defined in Section [808.001(1)](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.808.htm) of the Texas Government Code.
   2. Scrutinized Business Operations Prohibited. In compliance with Section [2252.151](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.151) et seq. of the Texas Government Code, Vendor warrants, represents, and by its execution of this Agreement hereby verifies that: (1) Vendor does not engage in scrutinized business operations in Sudan; (2) Vendor does not engage in scrutinized business operations in Iran; and (3) Vendor does not engage in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section [2270.0052](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0052) of the Texas Government Code.  “Scrutinized business operations in Iran” is defined in Section [2270.0102](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0102) of the Texas Government Code.  “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section [2270.0152](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm#2270.0152) of the Texas Government Code.
   3. Boycott of Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](https://capitol.texas.gov/BillLookup/History.aspx?LegSess=87R&Bill=SB13)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](https://capitol.texas.gov/BillLookup/History.aspx?LegSess=87R&Bill=SB13)) and means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or  manufacturing of  fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).
   4. Boycott of Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](https://capitol.texas.gov/BillLookup/History.aspx?LegSess=87R&Bill=SB19)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](https://capitol.texas.gov/BillLookup/History.aspx?LegSess=87R&Bill=SB19)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company‘s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.
8. Governing Law; Jurisdiction. THE AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, USA, WITHOUT REFERENCE TO ITS LAWS RELATING TO CONFLICTS OF LAW. Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the parties irrevocably consent to the jurisdiction and venue of such courts.
9. Order of Precedence. This Agreement is awarded to the Vendor pursuant to the District’s Request for [Proposal (“RFP”)] #[20251334120] for [Net Revenue Comparative Pricing and Contract Modeling], all of whose material terms and conditions, including without limitation the [RFP] Project Scope and Minimum Requirements and Vendor’s response thereto are incorporated herein; provided, however, that in the event of conflict between the terms of the [RFP], Vendor’s Response, and this Agreement, the terms of this Agreement shall prevail.
10. Liability. NEITHER PARTY, NOR ANY THIRD-PARTY AUTHOR OF PRODUCTS AND/OR SERVICES SOFTWARE, SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH THE USE OF THE PRODUCTS AND/OR SERVICES.
11. Prohibition on Use of Name and Logo*.* Vendor agrees that it will not, without the prior written consent of Customer, use the names, logos, symbols, trademarks or service marks of the Customer, including but not limited to those associated with JPS Health Network, for any purposes or uses (expressly including but not limited to for Vendor’s advertising, promotion or other marketing) other than those reasonably related to performing and completing the obligations under this Agreement. This section titled “Prohibition on Use of Name and Logo” shall survive the termination or expiration of this Agreement.
12. Termination Right*.* In the event of a change-in-control (defined below), Customer may without penalty terminate this Agreement and other than the payment of any amounts due and owing through the date of termination, the Customer shall have no further obligations or liabilities hereunder. A “change-in-control” means that (a) there occurs a reorganization, merger, consolidation or other corporate transaction involving Vendor (a “Transaction”), in each case with respect to which the owners of Vendor immediately prior to such Transaction do not, immediately after the Transaction, own more than 50% of the combined voting power of Vendor or any other entity resulting from such Transaction; or, (b) all or substantially all of the assets of Vendor are sold, liquidated or distributed.
13. Insurance.  During the term of this Agreement, Vendor will maintain commercial general liability and professional liability insurance each in a coverage amount not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate. Furthermore, upon the execution of this Agreement and upon request any time thereafter, Vendor will furnish a then current certificate(s) of insurance.
14. Assignment Prohibited.  Vendor may not, without the prior written consent of Customer, assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be void and deemed a material breach of this Agreement.
15. Compliance with Laws.  In providing the Services required by this Agreement, Vendor shall observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**Exhibit D**

**Vendor Certification Form**

**RFP #20251334120 Net Revenue Comparative Pricing and Contract Modeling**

|  |  |  |
| --- | --- | --- |
| **Instructions:**  Vendors doing business with the District are requested to complete this form in its entirety. If you are a Disadvantaged Business Enterprise, the requested information pertains to the owner(s) of the company. This form must be signed and dated by an authorized representative of your company. | | |
| Respondent’s Name:  Years in business under same name: Previous Name:  General E-mail Address:  Current Address:  Sales Rep/Customer Service Name:  E-mail Address:  Authorized Signatory: Email Address:  Fax#:  Accounts Receivable Contact Name:  Phone # TCHD Account # | | |
| **List your major commodities:** | | |
| **Check all that apply with respect to major commodity:**  Supply  Equipment  Service  (List type of service, i.e., temp. agency, surveyor, etc.: \_\_\_\_\_\_\_  Consultant Distributor  Manufacturer Contractor Subcontractor  Approximate dollar volume of business with the District in past twelve (12) months: **$\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **ETHNICITY OF company’S American OWNERSHIP** (Please place an X in the appropriate box**:** | | |
| Asian Pacific  African American  Caucasian  Hispanic  Native American | Other  \_\_\_\_\_\_\_\_\_\_\_\_  (SPECIFY) | Public OWN STOCK:  yES   nO |
|  |  | MAJORITY OWNER:  mALE   fEMALE |

**INCLUDE THE FOLLOWING:**

Copy of certificate(s) (State of Texas, North Central Texas Regional Certification Agency (NCTRCA), Historically Underutilized Businesses (HUB), or any agency confirming your business as being a women/minority-owned or small business enterprise.

***signature*:** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ***Title:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Print Name:*** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ***Date:*** *\_\_\_\_\_\_\_\_\_\_\_\_*

**Exhibit E**

**Conflict of Interest Questionnaire**

Chapter 176 to the Texas Local Government Code (“Chapter 176”) contains provisions mandating the public disclosure of certain information concerning persons doing business or seeking to do business with the District (“Disclosure Information”). The Disclosure Information relates to affiliations, and business and financial relationships such persons may have with members of the District’s governing body, its officers and certain other high-level District employees. Each Respondent is charged with the responsibility of becoming familiar with the requirements of Chapter 176 and for complying with the applicable provisions thereof.

Each Respondent shall complete the Conflict of Interest Questionnaire set forth below and shall return the completed Conflict of Interest Questionnaire with its Response. A complete copy of Chapter 176 of the Local Government Code may be found at: <https://statutes.capitol.texas.gov/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; or (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.

**RFP #20251334120 Net Revenue Comparative Pricing and Contract Modeling**

|  |  |  |  |
| --- | --- | --- | --- |
| **CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ**  **For vendor doing business with local governmental entity** | | | |
| **This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  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).  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.  A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | | | **OFFICE USE ONLY** |
| Date Received |
| **1** | Name of vendor who has a business relationship with local governmental entity. | |
|  |
| **2** |  | 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.   1. 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?   Yes  No   1. 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?   Yes  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** |  | 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 | | |
|  |

**Exhibit F**

**JPS Supplier Diversity: Good Faith Form**

**Respondents: Please complete the following questions as applicable to your organization:**

**[rest of page left intentionally blank, continue below]**

**Exhibit F**

**JPS Supplier Diversity: Good Faith Form**

|  |  |
| --- | --- |
| RFP # **or** Name of Contract: | RFP# 20251334120 |
| Prime Vendor Name: |  |
| Prime Vendor address: |  |
| Prime Vendor UCM ID: |  |

1. Are you a Historically Underutilized, Small, Minority, Woman or Veteran owned business (HUB/SMWVBE)?

☐ If yes, please attach your updated certification form ***(Stop Here)***

☐ If no, please continue to **#2 below**

1. List all participating HUB/SMWVBE certified agencies/organizations contacted regarding subcontracting and/or partnership opportunities for this contract. *(Insert additional rows as needed.)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Subcontractor Company Name | Email / Phone | Certification Type and Number | Total Contract Value | HUB/SMWVBE  Subcontract Value | % of Total Contract |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. If no HUB/SMWVBE participation is listed above, have you checked the JPS Vendor portal at <https://jpshealth.gob2g.com/>? The vendor portal is a directory of certified HUB/SMWVBE businesses *Ex: Support services to participate under the contract*

☐ If you searched the vendor portal, list HUB/SMWVBE company name(s) and contact information below

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Subcontractor Company Name | Email / Phone | Certification Type and Number | Total Contract Value | HUB/SMWVBE  Subcontract Value | % of Total Contract |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. If you are not a HUB/SMWVBE and do not have a HUB/SMWVBE subcontractor, please provide a statement regarding steps that your company has taken to demonstrate your commitment to Supplier Diversity: ***(insert additional rows as needed)***
2. Please provide an explanation as to how you plan to identify HUB/SMWVBE participation on this contract: ***(insert additional rows as needed)***

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Name of Vendor (Print)** |  | **Vendor Signature** |
|  |  |  |
| **Date** |  | **Vendor Phone** |
|  |  |  |
| **JPS Diversity Administration Reviewer (Print)** |

**Exhibit G**

**JPS Security Risk Assessment**

**RFP #20251334120 Net Revenue Comparative Pricing and Contract Modeling**

The Security Risk Assessment where applicable will be an attachment to the published RFP. Please include the questionnaire with your Solicitation Response. The survey may take 15 to 20 minutes to complete.

Did you complete, sign, and submit all required forms?

If not, your Proposal will be rejected

**\*Please ensure this RFP #20251334120 is included in the subject line of your email including your proposal\***