



# TEXAS

## Health and Human Services

**Cecile E. Young, Executive Commissioner**

**Request for Proposals (RFP)**

**for**

**Eligibility Support Services**

**RFP No. HHS0015514**

**Date of Release: August 13, 2025**

**Responses Due: [See Section 3.1, Schedule of Events](#)**

### **NIGP Class/Item Codes**

915-20 Call Center Services

915-57 Mailing, Postage and Shipping Services, Electronic

915-58 Mailing Services: Addressing, Collating, Packaging, Sorting and Delivery

920-22\* Data Preparation and Processing Services, Including Bates Coding

\*Automated Information System (AIS)

## Table of Contents

Article I. Executive Summary, Definitions, and Authority .....	6
1.1 Introduction .....	6
1.2 Definitions .....	6
1.3 Authority .....	12
Article II. Scope of Work.....	13
2.1 Description of Services .....	13
2.1.1 Key Performance Requirements and Associated Remedies .....	13
2.2 Contract Award, Term, and Historical Compensation .....	14
2.2.1 Contract Award and Execution.....	14
2.2.2 Contract Term.....	14
2.2.3 Historical Compensation .....	14
2.3 Data Use Agreement and Security Privacy Inquiry .....	14
2.4 No Guarantee of Volume, Usage, or Compensation.....	15
2.5 Governmental Entities.....	15
Article III. Administrative Information .....	16
3.1 Schedule of Events .....	16
3.2 Ambiguity, Conflict, or Discrepancy .....	17
3.3 Inquiries.....	17
3.3.1 Sole Point of Contact.....	17
3.3.2 Prohibited Communication.....	18
3.3.3 Exception to Sole Point of Contact.....	18
3.3.4 Solicitation Questions.....	19
3.4 Pre-Proposal Conference.....	19
3.4.1 Attendance .....	19
3.4.2 Conference Logistical Information.....	20
3.4.3 Questions at Pre-Proposal Conference .....	20
3.5 Solicitation Response Composition .....	21
3.5.1 General Information .....	21
3.5.2 Page Limit and Supporting Documentation .....	21
3.5.3 Discrepancies.....	21

3.5.4	Exceptions .....	22
3.5.5	Assumptions .....	22
3.5.6	Binding Offer.....	22
3.6	Solicitation Response Submission and Delivery.....	23
3.6.1	Deadline.....	23
3.6.2	Submission Options.....	23
3.6.3	Submission Checklist .....	24
3.6.4	Labeling and Delivery for USB Submission and Other Materials .....	25
3.6.5	Modifications and Withdrawals.....	26
Article IV.	Solicitation Response Evaluation and Award Process .....	27
4.1	Conformance with State Law .....	27
4.2	Best Value Determination .....	27
4.2.1	Selection Methodology.....	27
4.2.2	Minimum Qualifications.....	27
4.2.3	Initial Compliance Screening .....	27
4.2.4	Written Solicitation Response Evaluation.....	28
4.2.5	Written Response Evaluation Criteria .....	28
4.2.6	Advancement Criteria.....	28
4.2.7	Best and Final Offer (BAFO) .....	29
4.2.8	Final Written Response Score .....	29
4.2.9	Summary of Best Value Determination.....	29
4.3	Questions or Requests for Clarification .....	30
Article V.	Narrative Proposal .....	31
5.1	Narrative Proposal.....	31
5.1.1	Executive Summary.....	31
5.1.2	Project Work Plan.....	31
5.1.3	Staffing Plan .....	32
5.1.4	Draft Business Operations Plan.....	32
5.1.5	Draft Transition Plan .....	32
5.1.6	Draft Training Plan.....	33
5.1.7	Draft Disaster Recovery and Business Continuity Plan .....	33

5.1.8	Draft Risk Management Plan .....	33
5.1.9	Draft Communication and Coordination Plan .....	33
5.1.10	Draft Quality Management Plan.....	34
Article VI. Required Respondent Information.....		35
6.1	Company Information .....	35
6.1.1	Company Narrative.....	35
6.1.2	Company Profile.....	35
6.2	Authorization to Conduct Business in Texas .....	36
6.3	References .....	36
6.4	Major Subcontractor Information.....	36
6.5	Affirmations and Certifications.....	37
6.6	Other Reports .....	37
6.6.1	Dun and Bradstreet Reports.....	37
6.6.2	Financial Statements and Financial Solvency .....	37
6.6.3	Alternate Report .....	38
6.7	Corporate Guarantee .....	38
6.8	HUB Subcontracting Plan .....	38
Article VII. Cost Proposal.....		40
7.1	Cost Proposal.....	40
7.2	Financial Requirements.....	40
7.3	Financial Operations Plan .....	41
Article VIII. General Terms and Conditions .....		42
8.1	General Conditions.....	42
8.1.1	Changes, Modifications, and Cancellation .....	42
8.1.2	Offer Period .....	42
8.1.3	Costs Incurred.....	42
8.1.4	Contract Responsibility .....	42
8.1.5	Public Information Act - Respondent Requirements Regarding Disclosure.....	43
8.1.6	Respondent Waiver – Intellectual Property.....	45
8.1.7	Standards of Conduct for Vendors .....	45
8.1.8	Disclosure of Interested Parties .....	46

8.2	Insurance .....	46
8.2.1	Required Coverage .....	46
8.2.2	Alternative Insurability .....	46
8.3	Protest.....	46
Article IX. List of Exhibits, Forms, and Attachments .....		47

# **ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY**

## **1.1 INTRODUCTION**

The Health and Human Services Commission (HHSC) seeks qualified Respondents to provide Eligibility Support Services (ESS) to support HHSC's current eligibility system that offers individuals access to services through a statewide network of eligibility offices, Community Partners, telephone, mail, fax and the internet. ESS must be provided according to the specifications in this Request for Proposal (RFP).

HHSC Procurement and Contracting Services (HHSC PCS) will administer the procurement process for this Solicitation, which includes RFP publication, handling of communications from vendors, as well as managing the receipt of Solicitation Responses for review and evaluation.

To be considered for award, a Respondent must execute **Exhibit A, HHS Solicitation Affirmations v.2.7**, and provide all other required information and documentation as set forth in this Solicitation.

Information regarding HHSC and its programs is available online and can currently be accessed at <https://www.hhs.texas.gov/>.

## **1.2 DEFINITIONS**

Refer to **Exhibit B, Health and Human Services (HHS) Uniform Terms and Conditions (UTC) – Vendor, Version 3.4**, and **Exhibit D, Health and Human Services (HHS) Data Use Agreement (DUA) Version 8.5** for additional definitions.

As used in this Solicitation, unless a different definition is specified or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“**Abuse**” means practices that are inconsistent with sound fiscal business practices and that result in unnecessary costs.

“**Addendum**” means a written clarification or revision to this Solicitation issued by HHSC PCS and posted to the Electronic State Business Daily (ESBD).

“**Advancement Criteria**” means the published criteria for the Respondent to advance to the next phase of evaluation if multiple evaluation methods are utilized.

“**Affiliate**” means any individual or entity that owns or holds more than a five percent interest in the vendor (either directly or through one or more intermediaries), vendor owns or holds more than a five percent interest (either directly, or through one or more intermediaries), parent entity or subsidiary entity of the vendor, regardless of the organizational structure of the entity, an entity that has a common parent with the vendor (either directly or through one or more intermediaries),

an entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the vendor; or an entity that would be considered an Affiliate by any Securities and Exchange Commission (SEC) or Internal Revenue Service (IRS) regulation, Federal Acquisition Regulations (FAR) or by another applicable regulatory body.

“Applicant” is a person who makes a formal application for assistance.

“Award Consideration (AC) Documents” means documents Respondent must submit as part of the Solicitation Response to be considered for negotiations or award.

“BAFO” means Best and Final Offer.

“Bonus” includes all forms of compensation outside of a base salary, excluding standard company-wide employee benefits. Bonuses may be immediate or deferred and may be paid directly to the employee or may represent things which are provided to the employee or paid for on the employee's behalf. A non-exhaustive list of Bonus payment examples would include any annual or other performance Bonus payments, any car allowance, the value of company-provided vehicle, any stock or stock options, even if deferred, and the value of any benefits entertainment, travel, memberships, housing, spousal travel or benefits, and other amenities or perquisites) that are in excess of those available on a company-wide basis to all employees.

“Business Day” means any day of the week other than Saturday, Sunday or a State or federal holiday.

“Client” means a person served by or utilizing the services of HHSC.

“CBO” means Community Based Organization; Organization providing assistance to an Applicant applying for and enrolling in state-funded programs by aiding in the application process and seeking answers to case inquiries.

“CCR” means Call Center Representatives.

“CFR” means Code of Federal Regulations.

“CHIP” means Children’s Health Insurance Program.

“Confidentiality Incident” occurs when data or information provided in confidence to the Eligibility Support Services by a Client is disclosed to a third party without the Client’s consent.

“Contract Term” means the period of time beginning with the commencement date or Effective Date of a Contract and ending when the Contract expires in accordance with its terms, or when it has been terminated.

“Corrective Action Plan” or “CAP” means the written plan to correct or resolve a

deficiency, incident, or non-performance of requirements and to prevent reoccurrence of such deficiency, incident, or non-performance.

“Community Partner” means the partnerships with community organization to improve delivery and access to State benefit programs.

“Community Partner Program” or “CPP” means the various initiatives aimed at supporting community engagement and assistance between the various local organizations, businesses or individuals to achieve a common goal that benefits the community.

“Competitive Range” has the same meaning as the definition under [Title 1 Texas Administrative Code \(TAC\) Pt 15 Ch 391 Subch A §391.107 \(3\)](#).

“Disaster” means an occurrence of any kind whatsoever that adversely affects, in whole or in part, the error-free and continuous operation of the systems supporting the Contract, and/or affects the performance, functionality, efficiency, accessibility, reliability, or security of the system. HHSC will determine when unscheduled system Downtime will be elevated to a Disaster status. Disasters may include natural Disasters, human error, crime, intentional torts, hackers, terrorism, computer virus, malfunctioning hardware, electrical supply and/or other similar events.

“Downtime” refers to periods, other than scheduled maintenance periods, when a system is unavailable, or when critical hardware or software components fail and major functional business processes of an application are unavailable to support key functions. All impacts and final classifications are reviewed and approved by HHSC.

“Effective Date” has the same meaning as the definition in **Exhibit B, Health and Human Services (HHS) Uniform Terms and Conditions (UTC) – Vendor, Version 3.4**.

“Eligibility Support” or “ES” means the support of HHSC programs, such as SNAP, TANF, Medicaid, etc., that may help pay for food, health care, and other basic living expenses.

“Eligibility Support Services” or “ESS” means the services that support the HHSC programs, such as SNAP, TANF, Medicaid, etc., that may help pay for food, health care, and other basic living expenses.

“ESBD” means the Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over \$25,000 are posted. The ESBD may currently be accessed at <https://www.txsmartbuy.gov/esbd>.

“Extraordinary Event” means a circumstance in which an event or discrete set of events has occurred or is planned with respect to the operations of the Contractor that results or will result in a change in the scope, nature, or volume of the services that the Contractor will require from HHSC, and which would result in efficiencies, economies, savings, or resource utilization reductions.



“Expedited” means special, faster processing of SNAP Applicants who qualify for an emergency food allotment, active-duty military members and their dependents applying for medical coverage, and for pregnant women Applicants who qualify for current or ongoing medical coverage.

“Final Written Response Score” refers to the final scoring of the written response as documented in the Solicitation.

“Fraud” means any intentional deception or misrepresentation made by a person, with the knowledge that the deception could result in some unauthorized benefit to that person or some other person. The term does not include unintentional technical, clerical, or administrative errors.

“FTE” means Full Time Equivalents.

“HEART” means the HHSC Enterprise Administration Report and Tracking system.

“HHSC” means the Health and Human Services Commission.

“HHSC PCS” means Procurement and Contracting Services (“PCS”), a division of HHSC.

“HIPAA” means Health Insurance Portability and Accountability Act.

“HUB” means Historically Underutilized Business, as defined by [Section 2161.001\(2\) of the Texas Government Code](#).

“HUB Subcontracting Plan” or “HSP” means written documentation regarding the use of subcontractors, which is required by [Section 2161.252 of the Texas Government Code](#), for a purchase with an expected value of \$100,000 or more when the State agency has determined subcontracting opportunities are probable. The HSP subsequently becomes a provision of the Contract and Contractor’s compliance with the HSP will be monitored during the Contract Term.

“IT Incident” means an unplanned interruption of service or reduction in the quality of service, or a configuration failure that has not yet impacted service, but has the potential to cause a service interruption.

“Interactive Voice Response” or “IVR” means a technology that allows a computer to interact with humans through the use of voice and dual tone multi-frequency input via keypad.

“Inspector General” is the department within HHSC responsible for the prevention, detection, audit, inspection, review, and investigation of Fraud, Waste, and Abuse in the provision and delivery of all health and human services in the state, including services through any state-administered health or human services program that is wholly or partly federally funded.

“Key Dates” means important milestones that mark significant events, decisions, and deliverables.

“Key Milestones” means timeline for completing the procurement required deadlines.

“Key Performance Requirements” or “KPR” means requirements that rise to a level of a criticality that a failure to meet stated performance results in harm to HHSC and Liquidated Damages apply.

“Key Personnel” means dedicated Contractor staff to fulfill key roles as listed in **Section 4.1, Exhibit E, Scope of Work (SOW)**.

“Liquidated Damages” or “LD” means the amount of compensation for damages entitled to HHSC to be paid by the Contractor.

“Major System Outage” means the cessation of operation of a system or system element caused by a defect or deficiency, which has an adverse impact on the ability to operation or maintain the system.

“Non-Expedited” means any application received that does not fall in the Expedited category.

“Non-Responsive” means noncompliance with a material aspect of the Solicitation resulting in the exclusion of a Solicitation Response from Contract Award consideration.

“PC” means Personal Computer.

“PHI” means Protected Health Information.

“PIA” means Public Information Act of Texas.

“PMO” means Project Management Office.

“Procurement Library” means the repository of additional background information or sensitive non-public information that is made available to Respondents on the ESD subject to the terms and conditions of this Solicitation. Unless expressly incorporated by reference in this Solicitation, documents in the Procurement Library do not become part of the Contract.

“QA” means Quality Assurance.

“Respondent” means the individual or entity responding to this Solicitation.

“RFP” means Request for Proposals.

“SAO” means State Auditor’s Office.

“SAR” means State Action Request.

“SNAP” means Supplemental Nutrition Assistance Program, (Formerly known as food stamps) under Chapter 33, Human Resource Code.

“Solicitation” means this RFP including all exhibits, attachments, forms, and Addenda, if any.

“Solicitation Consideration (SC) Documents” means documents that must be submitted by Respondent with the Solicitation Response in order to be considered for evaluation and cannot be resubmitted or have errors remedied after the submission due date and time in the Schedule of Events has passed.

“Special Handling Tasks” means images received from non-TIERS areas or other requests requiring manual printing and forwarding to HHSC.

“Self Service Portal” or “SSP” means a web-based application at YourTexasBenefits.com. It’s available to Applicants and Community Partners helping Applicants to: perform initial self-screening to check for potential eligibility; apply for benefits online; check application status; check benefit and appointment status; upload supporting documents; make case changes; submit redeterminations; and view general benefit program information.

“State Portal” means the workload management tool. This is a Texas HHSC information resource system that contains State and/or U.S. government information.

“State” means the State of Texas and its instrumentalities, including HHSC and any other State agency, its officers, employees, or authorized agents.

“TAC” means Texas Administrative Code.

“TANF” means Temporary Assistance for Needy Families. The financial assistance program under Chapter 31 of the Human Resource Code.

“Texas Works” or “TW” means the area within HHSC that serves and determines eligibility for the programs of SNAP, TANF, and Medicaid.

“TIERS” means Texas Integrated Eligibility and Redesign System A computer system used to: store individual and case information; process eligibility determinations for multiple programs based on data provided through direct input and interfaces with other systems; generate benefit issuance; assist users in monitoring and managing workload; and create correspondence and reports based on system-requested and user-requested criteria.

“Transition Phase” means those activities that the Contractor shall conduct between the Effective Date of the Contract and the operational start date.

“Unanticipated Change” means a material change in the technologies or processes available to provide all or any portion of the services that are outside the normal evolution of technology experienced by the services, which was not generally available as of the Effective Date and would materially reduce HHSC's cost of obtaining services.

“VAR” means Vendor Action Request.

“VPTS” means Vendor Performance Tracking System maintained by the Texas Comptroller of Public Accounts. The VPTS may be currently accessed at <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

“Waste” means practices that a reasonably prudent person would deem careless or that would allow inefficient use of resources, items, or services. Waste includes incurring unnecessary costs because of inefficient or ineffective practices, systems, or controls.

“WBS” means Work Breakdown Structure. This is a product-oriented compilation of project components that organizes and defines the total scope of the project which includes the anticipated Key Milestones, tasks, Deliverables, resources, and timeline with identified dependencies and successors.

### **1.3 AUTHORITY**

HHSC is soliciting the Services stated in this Solicitation under the authority of Tex. Gov’t Code § 2155.144(a), (b), (b-1)(2).

## **ARTICLE II. SCOPE OF WORK**

### **2.1 DESCRIPTION OF SERVICES**

Refer to **Exhibit E, Scope of Work (SOW)**.

#### **2.1.1 Key Performance Requirements and Associated Remedies**

HHSC will monitor the performance of the Contractor. All Services and Deliverables furnished by Contractor under the Contract shall:

- A. Be provided in a manner consistent with the standards of quality and integrity outlined in the Contract; and
- B. Meet or exceed the required level of performance specified in the Contract.

Although all requirements of the Contract are subject to performance evaluation by HHSC, HHSC has identified certain KPRs in **Exhibit K, Key Performance Requirements**. For the contractual obligations subject to the KPRs, the KPRs will be used to gauge the Contractor's commitment to successful performance, its willingness to stand behind its products and services during the Contract Term, as well as its ability to perform.

In the event Contractor fails to perform or complete its obligations in accordance with the Contract, HHSC may, in addition to the remedies set forth in **Exhibit B, Health and Human Services (HHS) Uniform Terms and Conditions (UTC) – Vendor, Version 3.4**, impose remedies which include the following:

- A. Pass-through of a proportional share of federal disallowances and penalties imposed on the State and resulting from the Contractor's performance or non-performance under the Contract.
- B. Compliance by the Contractor, at no cost to HHSC, with the performance improvement activities and timelines specified in written Corrective Action Plan(s) approved by HHSC.
- C. Additional or ad hoc reporting by the Contractor, at no cost to HHSC, to address performance issues.
- D. Accelerated monitoring of the Contractor's performance by HHSC or its designee, including access to the Contractor's facilities, records, data, information systems and personnel.
- E. Withholding or set-off payments to the Contractor.

F. Assessment of LD's for failure to meet KPRs, in accordance with Texas law.

Written Deliverables provided by Contractor in support of the Contract will be reviewed by HHSC pursuant to the communication protocol set forth in **Section 21.1.3 (Formal Communications Requirements)** of **Exhibit E, Scope of Work (SOW)**.

## **2.2 CONTRACT AWARD, TERM, AND HISTORICAL COMPENSATION**

### **2.2.1 Contract Award and Execution**

HHSC intends to award one (1) Contract as a result of this Solicitation. Any award is contingent upon approval of the HHSC executive commissioner or their designee.

If, for any reason, a final Contract cannot be executed with a Respondent selected for award within ninety (90) days of HHSC's determination to seek to contract with that Respondent, HHSC may negotiate a Contract with the next highest-scoring Respondent or may withdraw, modify, or partially award this Solicitation.

### **2.2.2 Contract Term**

The initial term of any Contract resulting from this Solicitation will be three (3) years. HHSC, at its sole option, may extend any Contract awarded pursuant to this Solicitation for up to two (2) additional years.

Following the base term and any allowable renewals or extensions, HHSC may extend any resulting Contract for not more than one (1) additional option period to address immediate operational or service delivery needs. If the resulting Contract does not include a defined option period, the extension is limited to one (1) year.

### **2.2.3 Historical Compensation**

Total compensation under the previous Contract was awarded at \$293,760,424 for the initial three (3) year period. Notwithstanding the preceding, HHSC reserves the right to adjust any projected amount based on state funding during the term of a resulting Contract.

## **2.3 DATA USE AGREEMENT AND SECURITY PRIVACY INQUIRY**

By entering into a Contract with HHSC as a result of this Solicitation, Respondent agrees to be bound by the terms of **Exhibit D, Health and Human Services (HHS) Data Use Agreement (DUA) Version 8.5** and **Exhibit D-1, Attachment 2 to the DUA, Security and Privacy Inquiry (SPI), Version 2.1.**

Respondents must complete and return with their Solicitation Response **Exhibit D-1, Attachment 2 to the DUA, Security and Privacy Inquiry (SPI), Version 2.1.**

Contractor shall ensure that all Confidential Information (as defined in the DUA), including such information residing on back-up systems, remains within the United States. Confidential Information shall not be accessed by Contractor personnel located outside of the United States. Furthermore, Confidential Information may not be received, stored, processed, or disposed via information technology systems located outside of the United States.

Contractor will follow all federal and State rules and regulations as they apply to the disclosure of Protected Health Information (PHI) obtained from HHS that is necessary for the performance of the Contract and audit services, including the Health Insurance Portability and Accountability Act (HIPAA). Contractor must ensure the reliability and security of the information obtained from HHSC for the performance of the audit services.

#### **2.4 NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION**

HHSC makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of funds.

HHSC reserves the right to cancel, make partial award, or decline to award a Contract under this Solicitation at any time at its sole discretion.

#### **2.5 GOVERNMENTAL ENTITIES**

If Respondent is responding to this Solicitation in its capacity as a governmental entity, certain terms and conditions found in this Solicitation, including all exhibits and attachments, may not be applicable. Furthermore, to the extent permitted by law, if a Solicitation Response is received from a governmental entity, HHSC reserves the right to enter into an interagency or interlocal agreement with the governmental entity.

## **ARTICLE III. ADMINISTRATIVE INFORMATION**

### **3.1 SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE/TIME</b>
Solicitation Posting Date to ESBD	AUGUST 13, 2025
Pre-proposal Conference Attendance is Optional	AUGUST 19, 2025, at 3:00 PM Central Time
Deadline for Submitting Questions or Requests for Clarification	AUGUST 21, 2025, at 10:30 AM Central Time
Tentative Date Responses to Questions or Requests for Clarification Posted on ESBD	SEPTEMBER 8, 2025
<b>Deadline for courtesy HSP review</b>	SEPTEMBER 10, 2025, at 2:00 PM Central Time
<b>Deadline for Submission of Solicitation Responses</b> <i><b>NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.</b></i>	<b>SEPTEMBER 26, 2025, at 10:30 AM Central Time</b>
Evaluation Period	OCTOBER 2025
Anticipated Notice of Award	NOVEMBER 2026
Anticipated Contract Start Date	December 2026

Respondents must submit their Solicitation Responses to HHSC in accordance with the due date and time indicated in this Schedule of Events or as changed via an Addendum posted to the ESBD.

NOTE: All dates are tentative and HHSC reserves the right to modify these dates at any time. At the sole discretion of HHSC, events listed in the Schedule of Events are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the deadline for submission will be published by posting an Addendum to the ESBD. After the deadline for submission, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding the anticipated award date to the



[Procurement Forecast](#) on the HHS Procurement Opportunities web page. Each Respondent is responsible for checking the ESBD and [Procurement Forecast](#) for updates.

By submitting a Solicitation Response, Respondent represents and warrants that any individual submitting the Solicitation Response and any related documents on behalf of the Respondent is authorized to do so and to bind the Respondent under any Contract that may result from this Solicitation.

### **3.2 AMBIGUITY, CONFLICT, OR DISCREPANCY**

Respondent must notify the Sole Point of Contact (**Section 3.3.1**) of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation in the manner and by the deadline described in **Section 3.3.4 (Solicitation Questions)**.

Respondent submits a Solicitation Response at its own risk.

If Respondent fails to properly and timely notify the Sole Point of Contact (**Section 3.3.1**) of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation, Respondent, whether awarded a Contract or not:

- A. Waives any claim of error or ambiguity in the Solicitation and any resulting Contract.
- B. Must not contest the interpretation by HHSC of such provision(s); and
- C. Is not entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

### **3.3 INQUIRIES**

#### **3.3.1 Sole Point of Contact**

All requests, questions, or other communication about this Solicitation shall be made in writing to HHSC PCS, addressed to the person listed below (Sole Point of Contact). Additionally, a phone number is provided for purposes such as instructing a potential Respondent through an Information Technology (IT) system or website referenced in this Solicitation. Communications via telephone are not binding.

The Sole Point of Contact will authorize a secondary Sole Point of Contact in the event of their absence and, in such an event, will include the contact information for the secondary Sole Point of Contact in their automatic reply out-of-office e-mail message. Respondents seeking to contact the Sole Point of Contact should do so via e-mail in order to receive updated contact information.

<b>Name</b>	Iris Triana-Zuniga, CTCD, CTCM
<b>Title</b>	PCS Purchaser
<b>Address</b>	Procurement and Contracting Services Building 1100 W 49th St. MC: 2020 Austin, TX 78756
<b>Phone</b>	512-406-2489
<b>Email</b>	<a href="mailto:iris.triana-zuniga@hhs.texas.gov">iris.triana-zuniga@hhs.texas.gov</a>

See also, **Section 3.3.3 (Exception to Sole Point of Contact)** below.

### **3.3.2 Prohibited Communication**

Except as provided in **Section 3.3.1 (Sole Point of Contact)** and **Section 3.3.3 (Exception to Sole Point of Contact)**, potential Respondents and Respondents are prohibited from any communication with HHSC regarding the Solicitation. HHSC, its representative(s), and partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or its representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through HHSC designated staff as provided by **Section 3.3 (Inquiries)**. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these restrictions may result in disqualification of Respondent's Solicitation Response.**

### **3.3.3 Exception to Sole Point of Contact**

Exceptions to **Section 3.3.1** are as follows:

- A. Respondents with questions relating to the HUB Subcontracting Plan are permitted to direct those questions to the HUB coordinator at [Cheryl.Bradley@hhs.texas.gov](mailto:Cheryl.Bradley@hhs.texas.gov).
- B. Where it is expressly directed by the Sole Point of Contact that another designated HHSC representative may speak to the Respondent, such as during Contract negotiations. Respondents are required to ensure that communications have been authorized by the Sole Point of Contact before engaging in such communication. Failure to comply with this requirement may result in the disqualification of a Respondent's Solicitation Response.

### 3.3.4 Solicitation Questions

HHSC will allow written questions and requests for clarification regarding this Solicitation. Questions must be submitted by e-mail to the Sole Point of Contact (**Section 3.3.1**) by the deadline established in **Section 3.1 (Schedule of Events)**. Responses to questions or other written requests for clarification will be consolidated and posted to the ESBD and will not be provided individually to requestors.

HHSC reserves the right to amend answers previously posted, prior to the Solicitation response deadline (**Section 3.1**). Amended answers will be posted on the ESBD. It is the Respondent's responsibility to check the ESBD. HHSC also reserves the right to provide a single consolidated response to all similar questions at the agency's sole discretion.

A. All questions and requests for clarification must include the following information:

1. Solicitation number;
2. Solicitation package reference (page number, section, and exhibit or attachment, if applicable; may also reference Procurement Library documents in this manner, if applicable);
3. Question topic (e.g., "Schedule of Events," or "**Exhibit F, Cost Proposal**"); and
4. Question for HHSC.

B. Requestor contact information below must be included in the body of the e-mail and submitted with the question(s):

1. Company name;
2. Company representative name;
3. Phone number; and
4. E-Mail address;

Questions or requests for clarification received after the deadline in **Section 3.1 (Schedule of Events)**, may be reviewed by HHSC but may not be answered. Only answers to questions submitted to the Sole Point of Contact in writing, in accordance with this section, are binding.

## 3.4 PRE-PROPOSAL CONFERENCE

### 3.4.1 Attendance

HHSC PCS will conduct a pre-proposal conference. Attendance is optional but highly recommended.

Attendees to virtual pre-proposal conferences are required to send an email to the Sole Point of Contact (**Section 3.3.1**), advising of participation in the pre-proposal conference. Attendees must provide their name, e-mail, phone number, and name of the company they are representing.

Attendees will receive a reply e-mail containing the registration information for the pre-proposal conference.

### **3.4.2 Conference Logistical Information**

HHSC PCS will hold the pre-proposal conference via Microsoft Teams on the date and time set out in **Section 3.1 (Schedule of Events)**.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the Sole Point of Contact identified in **Section 3.3.1 (Sole Point of Contact)**, at least seventy-two (72) hours before the meeting in order to have reasonable accommodations made by HHSC.

*Pre-proposal Microsoft Teams Information:* <https://events.teams.microsoft.com/event/e99eecf1-dcab-4118-8d8f-cca177eb865f@9bf97732-82b9-499b-b16a-a93e8ebd536b>

Participants must register for the pre-proposal conference via Microsoft Teams prior to the event according to **Section 3.4.1 (Attendance)**. After registration, participants will receive another e-mail with the link to the Microsoft Teams pre-proposal conference meeting.

*By telephone:*

Participants may call-in to the pre-proposal conference using the information below and use a telephone as the speaker and microphone when attending the pre-proposal conference via Microsoft Teams.

United States: +1 (512) 580-4366

Pre-proposal conference phone ID: To be provided to registered participants via e-mail.

### **3.4.3 Questions at Pre-Proposal Conference**

- A. Reference **Section 3.3.4 (Solicitation Questions)** for the required format and information to be provided for submission of questions and requests for clarification.
- B. After the Pre-Proposal Conference, attendees may submit questions in writing. All questions must be in the required format and include the information as referenced in **Section 3.3.4 (Solicitation Questions)**.
- C. Only written responses posted by HHSC PCS as an Addendum to the Solicitation on the ESBD will be considered an official, binding update to the Solicitation.

- D. HHSC reserves the right to amend, prior to the Solicitation Response Deadline, answers previously posted. Amended answers will be posted on the ESBD. Notification of posting will be in accordance with **Section 3.1 (Schedule of Events)**.
- E. Conversations with HHSC program area staff **before or after the pre-proposal conference** are prohibited.

### **3.5 SOLICITATION RESPONSE COMPOSITION**

#### **3.5.1 General Information**

Failure to submit all required Solicitation Response documents in the required format(s) may result in disqualification of the Solicitation Response without further consideration (**Section 3.6.3, Submission Checklist**). Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Respondent should focus on the instructions and requirements of the Solicitation.

#### **3.5.2 Page Limit and Supporting Documentation**

The narrative proposal shall not exceed three hundred and fifty (350) pages and should be formatted for 8 ½" x 11" paper with 1-inch margins and typed in Times New Roman, twelve (12) - point font, with no less than ten (10) - pitch font for tables, graphs, and appendices. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the Solicitation Response, with specific reference made to the file, page, section, and/or paragraph where the supporting information can be found.

#### **3.5.3 Discrepancies**

In the event of any discrepancies or variations between copies, HHSC is under no obligation to resolve the inconsistencies and may make its scoring and selection decisions, accordingly, including the decision to potentially disqualify a Solicitation Response. If Respondent is required to designate an "Original" Solicitation Response but fails to do so, HHSC, in its sole discretion, will determine the version to be used as the original or may disqualify the Solicitation Response. If the Respondent submits a redacted Solicitation Response as the "Original," HHSC will disqualify the Solicitation Response and it will not be evaluated. HHSC will not accept submissions after the "Deadline for Submission of Solicitation Responses" in the **Schedule of Events (Section 3.1)** to remedy discrepancies or variations in Solicitation Response submissions.

### 3.5.4 Exceptions

Respondents are highly encouraged, in lieu of including exceptions in their Solicitation Responses, to address all issues that might be advanced by way of exception by submitting such issues as questions or requests for clarification pursuant to **Section 3.3.4 (Solicitation Questions)**.

Any exception included in a Solicitation Response may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Solicitation Response, Respondent is required to use the **Exceptions Form** included as **Exhibit G** to this Solicitation and provide all information requested on the form. Any exception that does not provide all required information in the format set forth in **Exhibit G** may be rejected without consideration.

No exception, nor any other term, condition, or provision in a Solicitation Response that differs, varies from, or contradicts this Solicitation will be considered to be part of any Contract resulting from this Solicitation unless expressly made a part of the Contract in writing by HHSC.

### 3.5.5 Assumptions

Respondent must identify on the **Assumptions Form, Exhibit H** any business, economic, legal, programmatic, or practical assumptions that underlie the Respondent's response to the Solicitation. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into any Contract resulting from this RFP are deemed rejected by HHSC.

### 3.5.6 Binding Offer

A Solicitation Response should be responsive to the Solicitation as worded and without any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Solicitation Responses constitute binding offers. **Any Solicitation Response that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer may be disqualified.**

If a Respondent's ability to enter into a Contract is contingent upon any exception or assumption provided in accordance with **Section 3.5.4 (Exceptions)** and **Section 3.5.5 (Assumptions)**, the Respondent may be disqualified from further consideration for Contract award.

## 3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

### 3.6.1 Deadline

Solicitation Responses must be received at the address in **Section 3.6.4 (Labeling and Delivery for USB Submission and Other Materials)** and time stamped by HHSC PCS no later than the date and time specified in **Section 3.1 (Schedule of Events)**.

**Solicitation Responses received after the deadline specified in Section 3.1 will be rejected and not considered for Contract award.**

### 3.6.2 Submission Options

- A. **Submission Option #1:** Respondent shall submit two USB drives—one (1) labeled “Original Proposal” and one (1) labeled “Copy” containing the following documents:
1. Each USB must contain one (1) file named “Original” that contains the Respondent’s entire Solicitation Response (except the cost proposal and HUB Subcontracting Plan) in searchable Portable Document Format (PDF), unless otherwise specified for a particular attachment or exhibit.
  2. If applicable in accordance with **Section 8.1.5, (Public Information Act – Respondent Requirement Regarding Disclosure)**, each USB must contain one (1) file named “Public Information Act Copy” that contains the Respondent’s entire Solicitation Response, including all exhibits and attachments, in searchable PDF.
  3. In accordance with **Section 7.1, (Cost Proposal)**, each USB must contain one (1) file named “Cost Proposal” that contains the Respondent’s cost proposal in Excel format with active formulas (compatible with Microsoft Office 2016).
  4. In accordance with **Section 6.8, (HUB Subcontracting Plan)**, each USB must contain one (1) file named “HUB Subcontracting Plan” in searchable PDF, that contains the Respondent’s HUB Subcontracting Plan and all supporting documentation.
- B. **Submission Option #2:** Respondent shall submit the following through the Online Bid Room utilizing the procedures in **Exhibit I, HHS Online Bid Room Information, v 1.40:**
1. One (1) file named “Original” that contains the Respondent’s entire Solicitation Response (except the cost proposal and HUB Subcontracting Plan) in searchable PDF, unless otherwise specified for a particular attachment or exhibit.
  2. If applicable in accordance with **Section 8.1.5, (Public Information Act – Respondent Requirements Regarding Disclosure)**, one (1) file named “Public

Information Act Copy” that contains the Respondent’s entire Solicitation Response, including all exhibits and attachments, in searchable PDF.

3. In accordance with **Section 7.1, (Cost Proposal)**, one (1) file named “Cost Proposal” that contains the Respondent’s cost proposal in Excel format with active formulas (compatible with Microsoft Office 2016).
4. In accordance with **Section 6.8, (HUB Subcontracting Plan)**, one (1) file named “HUB Subcontracting Plan” in searchable PDF, that contains the Respondent’s HUB Subcontracting Plan and all supporting documentation.

### 3.6.3 Submission Checklist

Solicitation Consideration and Award Consideration Documents, reference **Section 1.2 (Definitions)** must be submitted by the deadline for Solicitation Response submissions, reference **Section 3.1 (Schedule of Events)**. Solicitation Consideration Documents will be reviewed as received, and Respondent will not have an opportunity to remedy missed requirements. At its sole discretion, HHSC may request some or all of the Respondents to remedy missing elements of Award Consideration Documents. Those marked “SC” are Solicitation Consideration Documents and those marked “AC” are Award Consideration Documents.

The Solicitation Response must be submitted using one (1) of the approved methods identified in **Section 3.6, (Solicitation Response Submission and Delivery)**. Below are the documents required to be submitted with the Solicitation Response. Where searchable PDF files are required, submission of non-searchable (image only) PDF files may result in disqualification from further consideration for Contract award.

A.	Proposal and Respondent Information			
1.	Narrative Proposal	(Section 5.1)	SC	_____
2.	Company Information	(Section 6.1)	SC	_____
3.	Authorization to Conduct Business in Texas and Franchise Tax Exception	(Section 6.2)	AC	_____
4.	References	(Section 6.3)	AC	_____
5.	Major Subcontractor Information	(Section 6.4)	AC	_____
6.	HHS Solicitation Affirmations	(Section 6.5, Exhibit A)	SC	_____
7.	Assurances – Non-Construction Programs	(Section 6.5, Exhibit N)	AC	_____



8.	Certification Regarding Lobbying	(Section 6.5, Exhibit M)	AC	_____
9.	Exceptions (if applicable)	(Section 3.5.4, Exhibit G)	AC	_____
10.	Assumptions (if applicable)	(Section 3.5.5, Exhibit H)	AC	_____
11.	Dun and Bradstreet Report	(Section 6.6.1)	AC	_____
12.	Financial Statements and Financial Solvency	(Section 6.6.2)	AC	_____
13.	Corporate Guarantee	(Section 6.7)	AC	_____
14.	SPI	(Section 2.3, Exhibit D-1)	AC	_____
15.	Addenda Signed (if applicable)		AC	_____
B.	Cost Proposal	(Article VII, Exhibit F)	SC	_____
C.	HUB Subcontracting Plan	(Section 6.8 and Exhibit Q)	SC	_____

### 3.6.4 Labeling and Delivery for USB Submission and Other Materials

Respondent must deliver Solicitation Responses submitted via USB by one of the methods below.

Overnight/Express/Priority Mail	Hand Delivery
Health and Human Services Commission ATTN: Response Coordinator Tower Building Room 108 1100 W. 49th St., MC 2020 Austin, Texas 78756	Health and Human Services Commission ATTN: Response Coordinator Procurement & Contracting Services Building 1100 W. 49th St., MC 2020 Austin, Texas 78756

**BE ADVISED, all Solicitation Responses become the property of HHSC after submission and will not be returned to the Respondent. It is the Respondent's responsibility to appropriately mark and deliver the Solicitation Response to HHSC PCS by the specified date. A dated shipping label, invoice of receipt from a from USPS or commercial carrier, or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.**

Each Respondent is solely responsible for ensuring its Solicitation Response is submitted in accordance with all Solicitation requirements, including, but not limited to, proper labeling of packages, sufficient postage or delivery fees, and ensuring timely receipt by HHSC. **In no event will HHSC be responsible or liable for any delay or error in delivery. Solicitation Response**

**must be RECEIVED by HHSC PCS by the Solicitation Response Deadline identified in Section 3.1 (Schedule of Events).**

Solicitation Responses submitted via USB by mail or hand delivery shall be placed in a sealed package. The sealed package and the USB drives shall be clearly labeled on the outside as follows:

<b>SOLICITATION NO:</b>	HHS0015514
<b>SOLICITATION NAME</b>	Eligibility Support Services
<b>SOLICITATION RESPONSE DEADLINE</b>	<a href="#">See Section 3.1, Schedule of Events</a>
<b>PURCHASER NAME:</b>	Iris Triana-Zuniga, CTCD, CTCM
<b>RESPONDENT NAME:</b>	Respondent Name

It is Respondent's sole responsibility to ensure that packaging is sufficient to prevent damage to contents. HHSC will not be responsible or liable for any damage, and damaged Solicitation Responses will not be considered at HHSC's sole discretion.

HHSC will not be held responsible for any Solicitation Response that is mishandled prior to receipt by HHSC PCS. It is the Respondent's sole responsibility to mark appropriately and deliver the Solicitation Response to HHSC PCS by the specified date and time. HHSC will not be responsible for late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification or nonreceipt of the Respondent's Solicitation Response.

### **3.6.5 Modifications and Withdrawals**

Prior to the Solicitation Response submission deadline in **Section 3.1 (Schedule of Events)**, Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Response Coordinator at [pcsbids@hhsc.state.tx.us](mailto:pcsbids@hhsc.state.tx.us) or (2) modify its Solicitation Response by submitting a written amendment to the Response Coordinator at [pcsbids@hhsc.state.tx.us](mailto:pcsbids@hhsc.state.tx.us). When modifying its Solicitation Response, Respondent must include in writing the section(s) of its submission that will be replaced or removed by the amendment.

## **ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS**

### **4.1 CONFORMANCE WITH STATE LAW**

Solicitation Responses shall be evaluated in accordance with Tex. Gov't Code § 2155.144(d). HHSC shall not be obligated to accept the lowest priced Solicitation Response but shall make an Award to the Respondent that provides the best value to the State of Texas.

### **4.2 BEST VALUE DETERMINATION**

#### **4.2.1 Selection Methodology**

Solicitation Responses that meet the minimum qualifications will be submitted to the evaluation team for review and scoring. Each member of the evaluation team will receive a copy of each responsive Solicitation Response. The evaluators will review the Solicitation Responses considering the criteria listed in **Section 4.2.5 (Written Response Evaluation Criteria)**.

Evaluators will individually score the Solicitation Responses. This procurement will utilize an aggregated individual evaluation methodology as outlined by this section.

The following subsections describe the evaluation process, including any criteria for advancement to the various phases of evaluation, if applicable.

#### **4.2.2 Minimum Qualifications**

Respondents must meet the minimum qualifications listed below.

- A. Respondent must have recently been in business for a minimum of five (5) years, or the principals/owners must have had ownership/executive management experience in a company that provided ESS.
- B. Respondent must have five (5) years of relevant experience in Eligibility Support Services.
- C. Respondent must be financially solvent and adequately capitalized as determined based on a review of documentation required by **Section 6.6 (Other Reports)**.

#### **4.2.3 Initial Compliance Screening**

HHSC will review Solicitation Responses for compliance with the **Submission Checklist (Section 3.6.3)** and for demonstrated ability to meet the **Minimum Qualifications (Section 4.2.2)** required to advance to evaluations. Failure to meet the **Minimum Qualifications (Section 4.2.2)**, will result in the disqualification of the Solicitation Response.

HHSC will automatically disqualify any Solicitation Response that does not include one or more of the completed and signed (as applicable) Solicitation Consideration Documents listed in **Submission Checklist (Section 3.6.3)**.

At its sole discretion, HHSC may disqualify any Solicitation Response that does not include all required Award Consideration Documents. Reference **Section 3.6.3 (Submission Checklist)**.

HHSC may contact references provided in response to this Solicitation. HHSC may contact Respondent's Clients, or solicit information from any available source, including the Comptroller's VPTS. Any information received may be grounds for disqualification if that information, in HHSC's sole discretion, suggests that the Respondent may perform poorly if selected.

#### **4.2.4 Written Solicitation Response Evaluation**

Each member of the evaluation team will read the Solicitation Responses in preparation for evaluation. The evaluation team will score all Solicitation Responses that pass initial screening (**Section 4.2.3, Initial Compliance Screening**). Solicitation Responses will be scored against the criteria in **Section 4.2.5 (Written Response Evaluation Criteria)**.

Solicitation Responses will be evaluated utilizing aggregated individual scoring and any other methods outlined in **Article IV, Solicitation Response Evaluation and Award Process**. The individual evaluators' scores will be aggregated and weighted, resulting in the Final Written Response Scores, unless BAFOs are conducted.

#### **4.2.5 Written Response Evaluation Criteria**

Solicitation Responses shall be consistently evaluated and scored in accordance with the following criteria: See also, **Exhibit J, Evaluation Tool**.

- A. Qualifications and Experience (20%)
- B. Narrative Proposal (50%)
- C. Cost (30%)

#### **4.2.6 Advancement Criteria**

The Competitive Range will consist of the Solicitation Responses that receive the highest scores or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. Cutoff for the Competitive Range will be based on the "natural break" in scores and on reasoned judgment that Solicitation Responses below the cutoff cannot be made successful through clarification and negotiation. By way of example, in a scenario where initial evaluation scores are 97, 93, 82, 81, 79 and 68, the Competitive Range may include only the top two (2)

Respondents. HHSC is not obligated to enforce a natural break in scores and reserves the right to advance as many or as few Proposals as qualified under this criteria.

#### **4.2.7 Best and Final Offer (BAFO)**

HHSC may, at its sole discretion, following the execution of **Section 4.2.1 (Selection Methodology)** request BAFOs from all Respondents or, if applicable, only those Respondents whose Solicitation Responses meet the **Advancement Criteria (Section 4.2.6)**. The request for a BAFO will allow a Respondent the opportunity to revise its original Solicitation Response, including pricing, or leave its Solicitation Responses originally submitted. Revisions must be submitted in the manner and form prescribed by the BAFO request. Requests will be sent to the point of contact provided by the Respondent. HHSC is not responsible for a Respondent's failure to timely receive the BAFO request.

HHSC reserves the right to request more than one (1) BAFO from each of the selected Respondents. If a response is submitted to a request for a BAFO, the Final Written Response Scores (as outlined by **Section 4.2.8, Final Written Response Score**) will be revised in accordance with the stated criteria in **Section 4.2.5 (Written Response Evaluation Criteria)** as to any changes made to the Respondent's original Solicitation Response. A request for a BAFO does not guarantee an award or further negotiations.

If BAFOs are requested by HHSC and submitted by the Respondent, they will be evaluated using the criteria stated in the BAFO invitation, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring Respondent. However, a Respondent should provide its best offer in its original Solicitation Response. Respondents should not expect or assume that HHSC will request a BAFO.

#### **4.2.8 Final Written Response Score**

A Respondent's Final Written Response Score is the score from the **Written Solicitation Response Evaluation (Section 4.2.4)**. If BAFOs are conducted, the Final Written Response Score may be adjusted in accordance with **Section 4.2.7 (Best and Final Offer)**. Final Written Response Score may not always determine best value or selection for negotiation and award, see **Summary of Best Value Determination (Section 4.2.9)** for more information.

#### **4.2.9 Summary of Best Value Determination**

The final selection for award will be based on best value, as determined by this section. This includes any scoring adjustments for outliers, best and final offers, or other additional considerations as specified by this solicitation. Respondents are encouraged to thoroughly review the processes outlined in this section, as it documents the best value considerations to be made by HHSC when selecting a Respondent for negotiation and Contract award.

### **4.3 QUESTIONS OR REQUESTS FOR CLARIFICATION**

By submitting a Solicitation Response, Respondent grants HHSC the right to ask questions, request clarifications and to obtain any information from any lawful source regarding the past history, practices, conduct, ability, and eligibility of the Respondent to supply goods or services and to fulfill requirements under this RFP, and the past history, practices, conduct, ability, and eligibility of any director, officer, or key employee of the Respondent. By submitting a Solicitation Response, the Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC. Such information may be taken into consideration in evaluating the Solicitation Response.

## **ARTICLE V. NARRATIVE PROPOSAL**

### **5.1 NARRATIVE PROPOSAL**

#### **5.1.1 Executive Summary**

Respondents must provide an executive summary of their proposal (excluding cost information) that asserts the Respondent is providing, in its proposal, all the requirements of this RFP, including **Exhibit E, Scope of Work (SOW)**. The summary must demonstrate Respondent's understanding of HHSC goals and objectives for this Solicitation.

If the Respondent is providing administrative services beyond those specifically requested, those Services must be identified. If the Respondent is offering administrative services that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. The Respondent should realize, however, that failure to provide the administrative services specifically requested may result in disqualification.

The executive summary must not exceed two (2) pages and should represent a full and concise summary of the contents of the proposal.

#### **5.1.2 Project Work Plan**

Respondent must provide a narrative overview clearly describing the proposed administrative services, processes, and methodologies to fulfill all components and requirements described in **Exhibit E, Scope of Work (SOW)**.

The project work plan must clearly identify all tasks and administrative services to be performed during the Contract Term, noted in **Section 2.2.2, (Contract Term)**, of this RFP, and relate them to the requirements described in **Exhibit E, Scope of Work (SOW)**, **Exhibit K, Key Performance Requirements**, and **Exhibit L, Deliverables**. Respondent must include a timeline with associated Key Milestones and Key Dates that address the Contract requirements listed in **Exhibit E, Scope of Work (SOW)**.

The project work plan must clearly describe Respondent's approach for meeting or exceeding the requirements specified in **Exhibit E, Scope of Work (SOW)**, **Exhibit K, Key Performance Requirements**, and **Exhibit L, Deliverables**. The project work plan must conform to the structure outlined within **Exhibit E, Scope of Work (SOW)**.

Respondent must include in the Solicitation Response a draft Work Breakdown Structure (WBS) for the Transition Phase of the project. The draft WBS must include the anticipated Key Milestones, tasks, Deliverables, resources, and timeline with identified dependencies and

successors to be managed between the Contract Award date and the Operational Start of the Contract in **Section 5.1.3, (Staffing Plan)**, of this RFP.

### **5.1.3 Staffing Plan**

Respondents must provide its methodology and approach to staffing that demonstrates its ability to comply with the requirements of **Exhibit E, Scope of Work (SOW)**, **Section 2.1.2 (Staffing Requirements)**. The description should outline key components of the Staffing Plan, a Deliverable described in **Exhibit E, Scope of Work (SOW)**.

Respondents must propose an organizational structure for the successful fulfillment of the Contract and performance requirements. The Respondent must identify the Key Personnel and allocate them 100% to the Contract (i.e., not permitted to manage, oversee, or participate in other projects, contracts, etc.).

Respondents must provide an administrative organizational structure to maintain call centers, a staffing plan, and a call center operation plan sufficient to meet contractual responsibilities. The Respondent must explain how it will screen, interview, train, support, manage and retain qualified personnel. The staffing strategy must include a determination of the number and type of staff and call center operations required to deliver the specified Services and must accommodate potential increases/decreases in work volumes and staff turnover. The Respondent must explain how required staffing levels and call center levels will be maintained and managed to meet HHSC approved performance standards and include all associated costs in **Exhibit F, Cost Proposal**.

### **5.1.4 Draft Business Operations Plan**

The Respondent must submit a draft Business Operations Plan required under the terms of the Contract. The plan must meet all requirements specified in **Exhibit E, Scope of Work (SOW)**, **Section 8.1.2, (Business Operations Plan)**.

In addition to the requirements specified in **Exhibit E, Scope of Work (SOW)**, **Section 8.1.2, (Business Operations Plan)**, the draft/sample Business Operations Plan must demonstrate consideration of the assets already in place and how these will be utilized to continue to support delivery of the Services covered under this RFP to minimize startup costs, maintain continuity of Services, and ensure an effective transition of operational responsibility. The Solicitation Response must also describe the approach for refreshing equipment and acquisition of new equipment for any new sites proposed.

### **5.1.5 Draft Transition Plan**

The Respondent must submit a draft Transition Plan required under the terms of the Contract. The plan must meet all requirements specified in **Exhibit E, Scope of Work (SOW)**, **Section 5.1,**



(Transition Phase Requirements) and Section 5.1.5, (Facility and Business Structure Transition Plan).

#### **5.1.6 Draft Training Plan**

The Respondent must submit a draft Training Plan required under the terms of the Contract. The plan must meet all requirements specified in Exhibit E, Scope of Work (SOW), Section 3.1.2, (Training Plan).

#### **5.1.7 Draft Disaster Recovery and Business Continuity Plan**

The Respondent must submit a draft/sample Disaster Recovery and Business Continuity Plan required under the Contract. The plan must meet all requirements specified in Exhibit E, Scope of Work (SOW), Section 12.1, (Disaster Recovery and Business Continuity).

#### **5.1.8 Draft Risk Management Plan**

The Respondent must submit a draft Risk Management Plan required under the terms of the Contract. The plan must meet all requirements specified in Exhibit E, Scope of Work (SOW), Section 6.1, (Risk Management Plan).

In addition to the requirements specified in Exhibit E, Scope of Work (SOW), Section 6.1, (Risk Management Plan), the draft Risk Management Plan must include:

- A. Risk identification methodology that identifies and classifies risk by severity, impact, and probability of occurrence;
- B. Operational and system implementation risks, including any that may pose a risk to the successful fulfillment of the Contract;
- C. Process for communicating and updating HHSC PMO risk management team; and
- D. A mitigation methodology, including examples of how the assessed risks will be managed, reported, monitored, and how any new risks will be identified, assessed, and mitigated.

#### **5.1.9 Draft Communication and Coordination Plan**

The Respondent must submit a draft Communication and Coordination Plan required under the terms of the contract. The plan must meet all requirements specified in Exhibit E, Scope of Work (SOW), Section 21.1.4, (Communication and Coordination Requirements).

#### 5.1.10 Draft Quality Management Plan

The Respondent must submit draft Quality Management (QM) Plan required under the terms of the Contract. The Respondent, in its Solicitation Response, may propose its own QA system provided the proposed QA system allows HHSC full and complete access to the system using HHSC review instruments for data collection. The plan must meet all requirements specified in **Exhibit E, Scope of Work (SOW), Section 13.1.2, (Quality Management Plan)**.

## **ARTICLE VI. REQUIRED RESPONDENT INFORMATION**

### **6.1 COMPANY INFORMATION**

In accordance with **Article III, Administrative Information**, Respondents must include the following information with their responses:

#### **6.1.1 Company Narrative**

Respondents must provide a detailed narrative explaining why they are qualified to provide the Services enumerated in **Exhibit E, Scope of Work (SOW)**, focusing on their key strengths and competitive advantages.

#### **6.1.2 Company Profile**

Respondents must provide a company profile, including:

- A. Their ownership structure (e.g., corporation, partnership, LLC, or sole proprietorship), including any wholly owned subsidiaries, affiliated companies, or joint ventures. *(Please provide this information in a narrative and as a graphical representation.)* If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the percentage of ownership of each joint venture member or Affiliate and the percentage of the parent's ownership. The entity performing the majority of the Work under any Contract resulting from this RFP, throughout the duration of the Contract, must be the primary bidder. Finally, Respondents must provide their proposed operating structure for the Services requested under this Solicitation and which entities (i.e., parent company, Affiliate, joint venture, subcontractor) will be performing them;
- B. The year the company was founded and/or incorporated. If incorporated, please indicate the State where the company is incorporated and the date of incorporation;
- C. The location of company headquarters and any field office(s) that may provide Services for any resulting Contract under this Solicitation;
- D. The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned;
- E. The name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation;
- F. The name, address, and telephone number of Respondent's point of contact for any questions regarding the Solicitation Response; and

- G. Indicate whether the company has ever been in contract with any Texas State agency. If “Yes,” specify the Contract Term, for what duties, and for which agency.

## **6.2 AUTHORIZATION TO CONDUCT BUSINESS IN TEXAS**

Respondent must be authorized to do business in the State of Texas prior to an award. Respondent must provide a Certificate of Fact from the Texas Secretary of State showing that it is authorized to do business in Texas.

Respondent must be set up in the Texas franchise tax system prior to Contract award unless subject to an exemption under Tax Code Chapter 171, Subchapter B. Respondent must submit in its Solicitation Response a copy of Respondent’s exemption status with the Texas Comptroller. Texas franchise tax information can be currently accessed at <https://comptroller.texas.gov/taxes/franchise/>.

## **6.3 REFERENCES**

Respondents shall provide a minimum of two (2) references from similar contracts or projects performed, preferably for State and/or local government other than a System Agency, within the last five (5) years. Respondents must verify current contracts and provide the following information:

- A. Client name;
- B. Contract/project description;
- C. Total dollar amount of contract/project;
- D. Key staff assigned to the referenced contract/project who will be designated for Work under any Contract resulting from this Solicitation; and
- E. Client contract/project manager name, telephone number, fax number, and email address.

## **6.4 MAJOR SUBCONTRACTOR INFORMATION**

Respondent must identify any major subcontractors whom Respondent intends to utilize in performing fifteen percent (15%) or more of any Contract. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Respondent’s obligations under any Contract awarded pursuant to this Solicitation.

## 6.5 AFFIRMATIONS AND CERTIFICATIONS

Respondents must complete and return with their Solicitation Response all of the following affirmations and certifications:

- A. Exhibit A, HHS Solicitation Affirmations v. 2.7
- B. Exhibit N, Assurances Non-Construction Programs,
- C. Exhibit M, Certificate Regarding Lobbying, and
- D. Exhibit O, Federal Funding Accountability and Transparency Act (FFATA) Certification.

## 6.6 OTHER REPORTS

### 6.6.1 Dun and Bradstreet Reports

Respondents with a Dun and Bradstreet (D&B) number must include a D&B Credit Insights Report with their Solicitation Response .

### 6.6.2 Financial Statements and Financial Solvency

- A. Respondents must submit electronically in a searchable PDF an annual report for the entity submitting the Solicitation Response, which must include:
  - 1. For years 2022, 2023, and 2024 of audited financial statements, including all supplements, management discussion and analysis, and actuarial opinions;
  - 2. If applicable, for years 2022, 2023, and 2024 of consolidated statements for any holding companies or affiliates; and
  - 3. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract. At a minimum, financial statements must include:
    - a. Balance sheet;
    - b. Income statement;
    - c. Statement of changes in financial position;
    - d. Statement of cash flows; and
    - e. Capital expenditures.
- B. If the Respondent is a corporation that is required to report to the Securities and Exchange Commission (SEC), Respondent must submit its three (3) most recent SEC Form 10K, Annual Reports, pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, Title 15 of the United States Code Chapter 2B, Sections 78m or 78o(d). Financial materials must be submitted electronically as a word searchable PDF.
- C. If audited financial statements are not available, the Respondent must submit unaudited financial information and any other information of the entity submitting the Solicitation

Response that the Respondent believes meets the requirements of this section. Reference **Section 6.6.3, Alternate Report**. If the submitted documents do not provide adequate assurance of financial stability or solvency, HHSC reserves the right to request additional information or to disqualify the Respondent.

- D. If the Respondent is either substantially or wholly owned by another corporate (or legal) entity, the Respondent must include the information required in this section for each such entity, including the most recent detailed financial report for each such entity.
- E. If HHSC determines that an entity does not have sufficient financial resources to guarantee the Respondent's performance, HHSC may require the Respondent to obtain another acceptable financial instrument or resource from such entity, or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee Respondent's performance.

### **6.6.3 Alternate Report**

If the Solicitation Response does not contain the annual report specified in Section 6.6.2(a) above, the Respondent must provide the following within its Solicitation Response: (1) a statement that the Respondent does not have an audited annual report for the specified time frame(s) and (2) an alternate report which contains the following:

- A. For years 2022, 2023, and 2024 of the Respondent's unaudited financial statements, including all supplements, management discussion and analysis, and actuarial opinions;
- B. Respondent's unaudited financial statement of the most recent quarter of operation; and
- C. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform the Contract.

At a minimum, such financial statements must include:

- a. Balance sheet;
- b. Income statement;
- c. Statement of changes in financial position;
- d. Statement of cash flows; and
- e. Capital expenditures.

### **6.7 CORPORATE GUARANTEE**

If the Respondent is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such parent entity unconditionally guarantee performance by the Respondent in each and every obligation, warranty, term, covenant, and condition of the Contract.

### **6.8 HUB SUBCONTRACTING PLAN**

Respondents must submit the HUB Subcontracting Plan in accordance with **Section 3.6 (Solicitation Response Submission and Delivery)**. The HSP should be labeled: "HUB

Subcontracting Plan (HSP),” and include all supporting documentation in accordance with **Exhibit Q, HUB Subcontracting Plan** and the HSP.

A courtesy review of a Respondent’s completed HSP is optional and is available upon request to assist in providing a compliant and responsive HSP. This courtesy review may only identify possible deficiencies, but a final compliant determination cannot be provided until the Solicitation Response is submitted.

To request a courtesy review, submit the completed HSP including all supporting documentation in a PDF format by e-mail to the HHSC HUB Program Office by or before the Courtesy Review of HUB Subcontracting Plan Deadline in the **Schedule of Events (Section 3.1)**.

E-Mail for Courtesy Review: [Cheryl.Bradley@hhs.texas.gov](mailto:Cheryl.Bradley@hhs.texas.gov).

E-mail Subject Line: HSP Courtesy Review, No. HHS0015514

Due Date: [See Section 3.1, Schedule of Events](#)

HSPs received after the courtesy review deadline in the **Schedule of Events (Section 3.1)**, will not be processed. A response regarding the HSP will be provided at least eight (8) Business Days prior to the Solicitation Response deadline in the **Schedule of Events (Section 3.1)** from the HUB Office, allowing enough time to rectify any potential deficiencies for the final HSP submission.

The final HSP must be submitted with the Solicitation Response by the deadline in the **Schedule of Events (Section 3.1)**. Solicitation Responses that do not include a completed HUB Subcontracting Plan shall be rejected due to material failure to comply with Texas Government Code Section 2161.252(b).

## **ARTICLE VII. COST PROPOSAL**

### **7.1 COST PROPOSAL**

As noted above in **Section 3.5 (Solicitation Response Composition)**, cost information must be included as a separate document/file, **Exhibit F, Cost Proposal**, with the Respondent's Solicitation Response for the Services listed in **Exhibit E, Scope of Work (SOW)**.

Respondents must state their pricing for all administrative services rendered during the course of any Contract resulting from this Solicitation, including any and all costs involved that are to be paid or reimbursed by HHSC. The pricing for the required goods and Services is to be presented exclusively in the format set forth in **Exhibit F, Cost Proposal**, of the RFP. All pricing information must include every cost associated with delivering the required goods and Services and must be submitted and labeled in accordance with **Section 3.6 (Solicitation Response Submission and Delivery)**. No reimbursement is available to the successful Respondent beyond the amount agreed to be paid for the administrative services provided. Pricing agreed to in any resulting Contract shall be firm and remain constant through the life of the Contract. Billable events and transaction types are incorporated in the Total Price Summary for transition and operations. Each event is fully integrated into the overall firm fixed price as defined in **Exhibit E, Scope of Work (SOW)**, and specified in **Exhibit F, Cost Proposal**.

### **7.2 FINANCIAL REQUIREMENTS**

The Respondent shall submit an initial Accounting Policy Manual and Disclosure Statement with the Respondent's Cost Proposal that includes all proposed accounting policies and procedures (including cost allocations and cost allocation methodologies) that the Respondent included in the Respondent's Cost Proposal.

The Respondent's Accounting Policy Manual must include all calculations and methodologies used to determine all costs. In addition, the Respondent's policy regarding Paid Time Off (PTO) and employee separation, and the Respondent's policy regarding PTO in the event of early termination of the Contract, must be detailed within the Accounting Policy Manual for HHSC's review and approval.

The Respondent's Accounting Policy Manual must meet all requirements outlined in **Section 23.1, Financial Requirements**, of **Exhibit E, Scope of Work (SOW)**.



### 7.3 FINANCIAL OPERATIONS PLAN

The Respondent shall submit a Financial Operations Plan that demonstrates how the Respondent will fulfill all financial needs and requirements contained in any Contract resulting from this RFP, see **Section 23.1, Financial Requirements**, of **Exhibit E, Scope of Work (SOW)**.

## **ARTICLE VIII. GENERAL TERMS AND CONDITIONS**

### **8.1 GENERAL CONDITIONS**

#### **8.1.1 Changes, Modifications, and Cancellation**

HHSC reserves the right to make changes to and/or cancel this RFP and will post all changes and modifications, whether made as a result of a potential Respondent's written inquiries or otherwise, and cancellation notices on the ESD. It is the responsibility of the Respondent to check the ESD regularly for any additional information regarding this RFP. If the Respondent fails to monitor the ESD for any changes or modifications to the RFP, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted.

#### **8.1.2 Offer Period**

Solicitation Responses shall be binding for a period of 240 days after the submission due date. A Respondent may extend the time for which its Solicitation Response will be honored. Upon Contract execution, prices agreed upon by the successful Respondent(s) are an irrevocable offer for the term of the Contract and any Contract renewals or extension(s). No other costs, rates, or fees shall be payable to the successful Respondent unless expressly agreed upon in writing by HHSC.

#### **8.1.3 Costs Incurred**

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. HHSC is not liable for any costs incurred by a Respondent. Costs of developing Solicitation Responses, preparing for or participating in Oral Presentations, Demonstrations, and Site Visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

#### **8.1.4 Contract Responsibility**

HHSC will look solely to the successful Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. The successful Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

### 8.1.5 Public Information Act - Respondent Requirements Regarding Disclosure

Proposals and contracts are subject to the PIA, [Texas Government Code Chapter 552](#), and may be disclosed to the public upon request. Other legal authority also requires HHSC to post contracts and proposals on its public website and to provide such information to the Legislative Budget Board for posting on its public website.

Under the PIA, certain information is protected from public release. If Respondent asserts that information provided in its Solicitation Response is exempt from disclosure under the PIA, Respondent must:

#### A. Mark Original Solicitation Response:

1. Mark the Original Solicitation Response, on the top of the front page, with the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
2. Identify, adjacent to each portion of the Solicitation Response that Respondent claims is exempt from public disclosure, the claimed exemption from disclosure (*NOTE: no redactions are to be made in the Original Solicitation Response*);

#### B. Certify in Original Solicitation Response – HHS Solicitation Affirmations v. 2.7 (attached as Exhibit A to this Solicitation):

Certify, in the designated section of the HHS Solicitation Affirmations Version 2.7, Respondent’s confidential information assertion and the filing of its Public Information Act Copy; and

#### C. Submit Public Information Act Copy of Solicitation Response:

Submit a separate “Public Information Act Copy” of the Original Solicitation Response (in addition to the original and all copies otherwise required under the provisions of this Solicitation). The Public Information Act Copy must meet the following requirements:

1. The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, twelve (12) - point Times New Roman font or larger).
2. Each portion Respondent claims is exempt from public disclosure must be redacted (blacked out).
3. Respondent must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (c) of this section must be identical to those set forth in the Original Solicitation Response as required in

Subsection (a)(2), above. The only difference in required markings and information between the Original Solicitation Response and the “Public Information Act Copy” of the Solicitation Response will be redactions - which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Solicitation Response.

**By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Solicitation Response, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Respondent’s Solicitation Response will be considered to be public information that may be released to the public without notice to the Respondent in any manner including, but not limited to, in accordance with the Public Information Act, posted on HHSC public website, and posted on the Legislative Budget Board’s public website.**

**If any or all Respondents submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, HHSC, in its sole discretion and in any Solicitation, reserves the right to (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) to offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply.**

Respondent should not submit a PIA Copy indicating that the entire Solicitation Response is exempt from disclosure. Merely making a blanket claim that the entire response is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire proposal subject to release under the PIA.

A Solicitation Response should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its response, by submitting a response, Respondent agrees to reproduction and posting on public websites by the State of Texas, including HHSC and all other State agencies, without cost or liability.

HHSC will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this Solicitation process, Respondent acknowledges that all information, documentation, and other materials submitted in the Solicitation Response in response to this Solicitation may be subject to public disclosure under the PIA. HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. HHSC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the most current Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access and download the current Public Information Act Handbook, please visit the attorney general's website at <https://www.texasattorneygeneral.gov/open-government/members-pub>.

### **8.1.6 Respondent Waiver – Intellectual Property**

**SUBMISSION OF ANY DOCUMENT TO HHSC IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER AND AGREEMENT BY RESPONDENT TO FULLY INDEMNIFY THE STATE OF TEXAS, HHSC FROM ANY CLAIM OF INFRINGEMENT BY HHSC REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF RESPONDENT OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHSC BY RESPONDENT.**

### **8.1.7 Standards of Conduct for Vendors**

Pursuant to [Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter D, Rule §391.405\(a\)](#) Contractors, Respondents, and vendors interested in working with HHSC are required to implement standards of conduct for their own personnel and agents on terms at least as restrictive as those applicable to HHSC. These standards must adhere to ethics requirements adopted in rule, in addition to any ethics policy, or code of ethics approved by the HHSC Executive Commissioner. A Respondent must sign and submit all ethics, disclosure, confidentiality, and other forms required under the procurement and any resulting contract.

The standards of conduct must include the ten (10) standards of ethical conduct set forth in Section I of the [HHS Ethics Policy](#) and requirements to comply with ethical standards set forth in federal and State law (including, but not limited to, [Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter D, Rule §391.405\(a\)](#)).

Standards of conduct of any Contractor, Respondent, or vendor may be reviewed and/or audited by the State Auditor and HHSC. The Contractor, Respondent, or vendor must cooperate with the review and/or audit. Additionally, pursuant to [Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter D, Rule §391.405\(a\)](#), HHSC may examine a Respondent's standards of conduct in the evaluation of a bid, offer, proposal, quote, or other applicable expression of interest in a proposed purchase of goods or Services.

Any vendor, Contractor, or subcontractor, that violates a provision of [Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter D](#) may be barred from receiving future contracts or have an existing contract canceled. Additionally, HHSC may report the vendor's actions to the Comptroller of Public Accounts for statewide debarment, or law enforcement.

### 8.1.8 Disclosure of Interested Parties

Pursuant to [Section 2252.908 of the Texas Government Code](#), a successful Respondent to be awarded a Contract with a value of \$1 million or more or awarded a Contract that would require the successful Respondent to register as a lobbyist under [Texas Government Code Chapter 305](#) must submit a disclosure of interested parties form to HHSC at the time the Respondent submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website and additional instructions will be given by HHSC to the successful Respondent.

## 8.2 INSURANCE

### 8.2.1 Required Coverage

For the duration of any Contract resulting from this Solicitation, Contractor shall acquire insurance, with financially sound and reputable independent insurers, in the type and amount listed in **Exhibit P, Insurance Requirements**. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

### 8.2.2 Alternative Insurability

Notwithstanding the preceding, HHSC reserves the right to consider reasonable alternative methods of ensuring the Contract in lieu of the insurance policies customarily required. It will be the Respondent's responsibility to recommend to HHSC alternative methods of insuring the Contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance. HHSC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

## 8.3 PROTEST

Any protest shall be governed by the rules published by HHSC in the [Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter C \(Protests\)](#).

## **ARTICLE IX. LIST OF EXHIBITS, FORMS, AND ATTACHMENTS**

<b>EXHIBIT A</b>	<b>HHS SOLICITATION AFFIRMATIONS v. 2.7</b>
<b>EXHIBIT B</b>	<b>HEALTH AND HUMAN SERVICES (HHS) UNIFORM TERMS AND CONDITIONS (UTC) VENDOR, VERSION 3.4</b>
<b>EXHIBIT C</b>	<b>ADDITIONAL PROVISIONS v.1.0</b>
<b>EXHIBIT D</b>	<b>HEALTH AND HUMAN SERVICES (HHS) DATA USE AGREEMENT (DUA) VERSION 8.5</b>
<b>EXHIBIT D-1</b>	<b>ATTACHMENT 2 TO THE DUA, SECURITY AND PRIVACY INQUIRY (SPI) VERSION 2.1</b>
<b>EXHIBIT E</b>	<b>SCOPE OF WORK (SOW)</b>
<b>EXHIBIT F</b>	<b>COST PROPOSAL</b>
<b>EXHIBIT G</b>	<b>EXCEPTIONS FORM</b>
<b>EXHIBIT H</b>	<b>ASSUMPTIONS FORM</b>
<b>EXHIBIT I</b>	<b>HHS ONLINE BID ROOM INFORMATION, v 1.40</b>
<b>EXHIBIT J</b>	<b>EVALUATION TOOL</b>
<b>EXHIBIT K</b>	<b>KEY PERFORMANCE REQUIREMENTS</b>
<b>EXHIBIT L</b>	<b>DELIVERABLES</b>
<b>EXHIBIT M</b>	<b>CERTIFICATION REGARDING LOBBYING</b>
<b>EXHIBIT N</b>	<b>ASSURANCES NON-CONSTRUCTION PROGRAMS</b>
<b>EXHIBIT O</b>	<b>FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION</b>
<b>EXHIBIT P</b>	<b>INSURANCE REQUIREMENTS</b>
<b>EXHIBIT Q</b>	<b>HUB SUBCONTRACTING PLAN</b>