Charles Smith, Executive Commissioner

Request for Proposals (RFP)
for
Binational TB Testing and Treatment Support Services for the Department of State Health Services Tuberculosis and Border Health Division
RFP No. 537-17-0019

Date of Release: 9/30/16
Responses Due: 10/24/16
ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The State of Texas, by and through the Texas Health and Human Services Commission (HHSC), on behalf of the Texas Department of State Health Services (System Agency) Tuberculosis and Border Health Division, seeks proposals from qualified respondents with the ability to provide administrative support for financial functions and logistical responsibilities involved in the clinical collection and importation of etiological specimens for testing, with the Centers for Disease Control and Prevention (CDC).

Contractor shall be responsible for ensuring permitted travel across international boundaries for the collection of specimens, conduction of directly observed therapy (DOT) services, and summary reporting of the Binational Program every six (6) months with a final update each year for the Juntos, Grupos Sin Fronteras, Esperanza y Amistad, and Los Dos Laredos Binational TB projects in accordance with the specifications contained in this Request for Proposals (RFP).

To be considered for award, Respondents must execute Exhibit A, Affirmations and Solicitation Acceptance and Exhibit B, Federal Affirmations, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

Information regarding the System Agency and its programs is available online and can currently be accessed at https://www.dshs.texas.gov/.

1.2 DEFINITIONS

Refer to Exhibit B, HHSC Uniform Terms and Conditions, and Exhibit C, the System Agency's Supplemental and Special Terms and Conditions, for additional definitions

Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Addendum" means a written clarification or revision to this Solicitation issued by the System Agency.

"Client" means an individual who is being tested or is receiving treatment for TB.

"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 http://esbd.cpa.state.tx.us/“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.
“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Program" means the Binational TB program.

"Respondent" means the entity responding to this Solicitation.

"Solicitation" means this Request for Proposals including any Exhibits and Addenda, if any.

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

"System Agency" means Department of State Health Services, its officers, employees or authorized agents.

1.3 **AUTHORITY**

The System Agency is soliciting the services listed herein under Title 10, Subtitle D of the Texas Government Code.

**ARTICLE II. [SCOPE OF WORK/SPECIFICATIONS]**

2.1 **DESCRIPTION OF SERVICES/STATEMENT OF WORK/SPECIFICATIONS**

HHSC, in support of the System Agency, requests proposals from Respondents to perform the clinical collection and importation of etiological specimens for testing and to ensure the proper delivery of medical care to patients identified outside of the United States territory as specified by the System Agency.

Directed on the guiding principles, mission and vision of the System Agency and the Secretariat of Health; the Texas Binational TB project addresses the high incidence of tuberculosis cases along the Texas-Mexico border.

The Binational projects are staffed with a project manager and support staff headquartered in Harlingen, Eagle Pass, Laredo and El Paso Texas respectfully. In addition there are two (2) outreach staff members headquartered in each of Matamoros, Reynosa Tamaulipas, Nuevo Laredo, Mexico, Piedras Negras, Acuna, Coahuila, and Ciudad Juarez, Chihuahua Mexico; that have been contracted through the Texas Border Health Foundation. Services provided include contact investigation, directly observed therapy, laboratory services for sputum collections, screening of TB suspects, diagnosis, evaluations/consultations of TB and MDR-TB patients, chest x-rays, referrals, clinical histories, technical assistance and education on the transmission, prevention and treatment of TB. The work is carried out thru binational staff in Mexico and the project managers oversee the daily duties of the staff.

The System Agency intends for this procurement and the resulting contract to result in:

1. Expanded outreach services to communities in dire need of assistance;
2. The provision of laboratory services for sputum smears, cultures and susceptibility;
3. The development of a mechanism for the referral of cases;
4. The establishment of contact investigation process and implement a reliable referral system that would ensure that thorough screening is done;

5. Increasing the number of clients receiving DOT;

6. Providing medical consultation from TB experts to ensure adequate treatment of MDR and challenging cases; and

7. Preventing further spread of tuberculosis with emphasis on the prevention of multi-drug resistant cases.

The Contractor shall be responsible for providing administrative support for the activities involved in the clinical collection and importation of etiological specimens for testing with the CDC by ensuring the payment of subcontractors, providing personnel staffing to ensure client services are provided as specified in this solicitation, and the transportation and delivery of samples and other specimens to be tested.

2.2 **PROJECT OVERVIEW**

2.2.1 **Point of Contact**

The System Agency will designate a single point of contact within the Program, who will serve as liaison between the selected Contractor, the System Agency, and the three Binational TB Projects provided herein.

2.2.2 **FINANCIAL AND LOGISTICAL SUPPORT**

The selected Contractor will provide financial management services to ensure payment of subcontractors, personnel staffing to ensure client services are provided as specified in this Solicitation, and the transportation and delivery of samples and other specimens to be tested for (1) the Juntos Binational Tuberculosis (TB) Project located in Juarez, Chihuahua Mexico; (2) the Grupo Sin Fronteras Binational TB Project located in Matamoras, Reynosa, and Laredo Tamaulipas, Mexico; and (3) the Esperanza y Amistad Binational TB Project located in Ciudad Acuna and Piedras Negras, Mexico.

Financial logistical support must provide for:

1. The payment of workers and transportation activities involved in the clinical collection of specimens for testing, importation of etiological specimens with the CDC Permit across international boundaries, conduction of DOT services, and summary reporting of the Binational Program every six (6) months with a final update each year for the Juntos, Grupos Sin Fronteras, and Esperanza y Amistad Binational TB projects. Payments dispersed under this function require advance approval by DSHS TB Services Branch;

2. Monitor budgetary expenditures for the Juntos, Grupos Sin Fronteras, and Esperanza y Amistad Binational TB Projects located in Mexico, and compile reports to the System Agency in the format, and by the deadlines, specified by DSHS; and

3. Maintain and monitor the contract with a Customs Broker (Subcontractor), to provide for the cross-border transport of specimens from the Juntos Binational TB Project,
Juarez, Mexico to the DSHS Laboratory in Austin, TX. The Subcontractor must be certified in the import-export of etiological samples and the Mexican and American laws for the registration, transport, packaging of etiological agents, vectors and specimens from the Mexican mainland, crossing the international boundary and imported via CDC Permit for etiological specimens for testing at certified CDC Laboratory Response Network (LRN) US laboratories as approved by the United States and Mexico Customs and Border Protection Agencies so they can conduct cross-border transactions and transport deliverables across the Texas-Mexico border. The Subcontractor must properly and expeditiously handle all clinical logistics including all legal requirements set by the United States and Mexico regarding the transport of tuberculosis clinical specimen and medical supplies, including chain-of-custody. Contractor will make payments to the Subcontractor as detailed in the budget section of this Contract.

2.2.3 Ensure the Provisions of Direct Client Services

Contractor shall ensure the provision of certain direct client services, as directed by DSHS TB and Refugee Health Services Branch by contracting with direct service providers. Contractor will develop professional service contracts with persons in Mexico working with the Juntos, Grupos Sin Fronteras, and Esperanza y Amistad Binational Projects, regarding the provision of direct client services. Contractor will require, in its contracts with these direct service providers, provisions which require that the direct services provided be consistent with the following:

1. The most current version of the DSHS Standards of Performance for the Prevention and Control of Tuberculosis, available at https://www.dshs.texas.gov/idcu/disease/tb/policies/


3. American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at: https://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm


7. Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of
Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) at [http://www.cdc.gov/mmwr/PDF/wk/mm5231.pdf](http://www.cdc.gov/mmwr/PDF/wk/mm5231.pdf);


9. Compliance with all applicable federal and state statutes and regulations, including but not limited to those relating to expenses and purchases; and

10. Compliance with all applicable federal and state guidance and policies including, but not limited to: Federal OMB Circular A-87, as revised ([http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html#c](http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html#c)).

### 2.2.4 Reporting

Contractor will submit Expenditure Reports, Semi-Annual Reports, Financial Reports and any report requested by DSHS to DSHS TB and Refugee Health Services Branch by the deadline specified by DSHS, including reports initially prepared by the direct service providers. Contractor will submit separate quarterly expenditure reports on payments made pursuant to its administrative support function and payments made to direct service providers. Reports will be in the format specified by DSHS, and will be submitted according to the deadlines given in the table below.

1. Expenditure reports and Financial reports are due quarterly
2. Semi-annual reports are due mid-point calendar year
3. Cohort Period & Submission Schedule

   **A. Cohort Period Cases Counted In:** Are reviewed and reported by:

   - **a.** 1st quarter (Jan 1 to Mar 31) current year March 31 of the following year
   - **b.** 2nd quarter (Apr 1 to June 30) current year June 30 of the following year
   - **c.** 3rd quarter (July 1 to Sep 30) current year September 30 of the following year
   - **d.** 4th quarter (Oct 1 to Dec 31) current year December 31 of the following year

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<th>Frequency</th>
<th>Period Begin</th>
<th>Period End</th>
<th>Due Date</th>
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<tr>
<td>Expenditure Report</td>
<td>Quarterly</td>
<td>January 1, 2017</td>
<td>March 31, 2017</td>
<td>April 28, 2017</td>
</tr>
<tr>
<td>Expenditure Report</td>
<td>Quarterly</td>
<td>April 1, 2017</td>
<td>June 30, 2017</td>
<td>July 31, 2017</td>
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<tr>
<td>Expenditure Report</td>
<td>Quarterly</td>
<td>July 1, 2017</td>
<td>September 30, 2017</td>
<td>October 30, 2017</td>
</tr>
<tr>
<td>Expenditure Report</td>
<td>Quarterly</td>
<td>October 1, 2017</td>
<td>December 31, 2017</td>
<td>January 29, 2018</td>
</tr>
<tr>
<td>Financial Report</td>
<td>Quarterly</td>
<td>October 1, 2017</td>
<td>December 31, 2017</td>
<td>February 14, 2018</td>
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<tr>
<td>Semi-Annual Report</td>
<td>Semi-Annually</td>
<td>July 1, 2017</td>
<td>December 31, 2017</td>
<td>February 3, 2018</td>
</tr>
</tbody>
</table>

Contractor will submit Expense Reports by mail to Department of State Health Services, Attn: TB and Refugee Health Services Branch – Binational Program, Mail Code 1939 PO Box 149347, Austin, TX 78714-9347 and sent by e-mail to TBContractReporting@dshs.state.tx.us.

Submission Instructions:

Contractor shall submit all reports except the financial status report to the TB Reporting Mailbox TBContractReporting@dshs.state.tx.us.

**Contractor shall submit Financial Status Reports to:**

Claims Processing Unit, MC1940 Department of State Health Services 1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

*The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us*

### 2.2.5 Use of Funds

No funds from this Contract will be used for any Contractor or Subcontractor travel without written DSHS pre-authorization. This excludes transportation necessary for providing outreach services. Contractor will ensure that this travel restriction is reflected in its contracts with the Subcontractors.
2.2.6 Service Providers

Contractor will be responsible for ensuring the provision of services requested in this Solicitation, and as specified by DSHS. Specifically, Contractor shall provide for an outreach nurse, a project coordinator, and, if necessary, a customs broker. Contractor is not required to conduct bidding for the provider positions it will maintain in the network. The minimum duties of those providers will be as follows:

1. Juntos, Grupo Sin Fronteras, and Esperanza y Amistad Binational TB Projects Outreach Nurse’s Responsibilities are to
   a. Perform professional and appropriate medical, epidemiological, programmatic, and administrative services related to the Projects as directed.
   b. Assist project coordinator as requested in preparing monthly financial reports as well as quarterly and yearly clinical and DOT summary reports to DSHS summarizing the number of cases treated; the number of pulmonary, extra pulmonary, and multi-drug-resistant (MDR) cases; the amount of DOT provided; the number of contact investigations conducted; the number of chest x-rays conducted; and the number of samples collected and shipped to the Texas Department of State Health Services Laboratory in Austin, Texas.
   c. Provide DOT to all patients as prescribed by Texan and Mexican physician. Conduct TB screenings and contact investigations as directed and according to DSHS Standards of Performance for the Prevention and Control of Tuberculosis and the CDC guidelines.
   d. Provide TB education to patients, health care providers, and community based organizations within the service area.
   e. Submit all monthly funding documentation to the Binational Program project coordinator for review and submission to the funding agent.

2. Juntos, Grupo Sin Fronteras, and Esperanza y Amistad Binational TB Project coordinator responsibilities:
   a. Supervise project outreach nurses to ensure:
      i. DOT education is performed and contact investigations are conducted according to DSHS Standards of Performance for the Prevention and Control of Tuberculosis and CDC’s guidelines.
      ii. Medications are dispensed according to recognized DSHS Standards of Performance for the Prevention and Control of Tuberculosis; and
      iii. All patient care is documented completely and accurately.
   b. Verify that a client meets any one of the following criteria to receive services through the TB Binational Program:
      i. The client lives in Mexico but has relatives in the U.S.
      ii. The client has dual residency in the U.S. and Mexico
iii. The client has contacts on both sides of the border, in the U.S. and Mexico
iv. The client starts treatment in the U.S. but returns to live in Mexico
v. TB clients referred from the U.S. for treatment or follow-up in Mexico
c. Conduct annual performance reviews of each project employee.
d. Notify designated DSHS TB Services Branch contact person, and the appropriate DSHS regional office, of any situations that may affect the project, immediately. Examples include, but are not limited to: change of management or administration in local health jurisdictions; and/or problems with drug supply or personnel.
e. Notify designated DSHS TB Services Branch contact person, and the appropriate DSHS regional office, of meeting attendance where Project is represented, and obtains advance written approval for any publications or abstracts to be submitted regarding Project activities and presentations.
f. Develop and submit Semi-Annual Reports to DSHS, submitted first to Contractor for review and approval according to the schedule listed in the table below. Prepare and submit any other report requested by DSHS, by the deadline given.
g. Implement project objectives in accordance with DSHS TB and Refugee Health Services Branch expectations.
h. Monitor progress towards achieving stated Project objectives, in consultation with DSHS regional staff and the DSHS TB and Refugee Health Services Branch contact person, and implements corrective actions as directed by DSHS.
i. Conduct program evaluation activities regarding the projects every other year
j. Conduct Cohort reviews as specified in the FY 2016 Texas Work Plan

3. Contractor must have in place a process to facilitate the hiring of a customs broker, when necessary, for the shipment of specimens across the international boundary once every two weeks to the Austin DSHS Laboratory Response Network laboratory. Contractor must monitor the subcontract with the customs broker to ensure the processing of necessary paperwork and processes required for the transportation of Binational TB Project specimens and medications. Results from these specimens are to be reported to Binational TB Project physicians within fourteen (14) working days of receipt of specimens. The contract with the customs broker must be in place by the effective date of this Contract, with services by custom broker to begin immediately upon effective date of that subcontract.

2.3 Performance Measures and Associated Remedies

HHSC/DSHS will monitor the performance of the Contract issued under this RFP. All services and deliverables under the contract shall be provided at an acceptable quality level to HHSC/DSHS and in a manner consistent with acceptable industry standard, custom, and practice.
HHSC/DSHS will monitor the Contractor’s performance of the requirements in the Statement of Work, and compliance with the Contract’s terms and conditions according to DSHS Standards of Performance for the Prevention and Control of Tuberculosis.

The following performance measures and deliverables will be used to assess, in part, the Contractor’s effectiveness in providing the services described in this RFP:

1. Contractor shall submit separate quarterly expenditure reports on: payments made pursuant to its financial logistical support function; and payments made to direct service providers under this Renewal Program Attachment. Reports shall be in the format specified by DSHS, and shall be submitted according to the deadlines given in the table below. Contractor shall submit Expense Reports by mail to Department of State Health Services, Attn: TB and Refugee Health Services Branch – Binational Program, Mail Code 1939 PO Box 149347, Austin, TX 78714-9347 and sent by e-mail to TBContractReporting@dshs.state.tx.us.

   The reporting dates and applicable periods are as follows:

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<tr>
<th>PERIOD COVERED</th>
<th>DUE DATE</th>
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<tbody>
<tr>
<td>January, February, March</td>
<td>April 30, 2017</td>
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<tr>
<td>April, May, June</td>
<td>July 31, 2017</td>
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<tr>
<td>July, August, September</td>
<td>October 30, 2017</td>
</tr>
<tr>
<td>October, November, December</td>
<td>January 29, 2018</td>
</tr>
</tbody>
</table>

2. Contractor shall execute contracts with local direct service providers to ensure provision of services, as specified by DSHS. The minimum duties of those providers shall be as follows:

   a. Outreach Nurse’s Responsibilities for Juntos, Grupo Sin Fronteras, and Esperanza y Amistad Binational TB Projects:

      i. Performs professional and appropriate medical, epidemiological, programmatic and administrative services related to the Projects as directed.

      ii. Assists Project Coordinator as requested in preparing monthly financial reports as well as quarterly and yearly clinical and DOT summary reports to DSHS summarizing the number of cases treated, the number of pulmonary, extra pulmonary, and multi-drug-resistant (MDR) cases; the amount of DOT provided, the number of contact investigations conducted, the number of chest x-rays conducted, the number of samples collected and shipped to the Texas Department of State Health Services Laboratory in Austin, Texas.

      iii. Provides DOT to all patients in accordance with Mexican National Standards. Conducts TB screenings and contact investigations as directed.
and according to DSHS Standards of Performance for the Prevention and Control of Tuberculosis and the CDC guidelines.

iv. Provides TB education to patients, health care providers and community based organizations within the service area.

v. Submits all monthly funding documentation to the Binational Program (BNP) Project Coordinator for review and submission to the funding agent.

b. Juntos, Grupo Sin Fronteras, and Esperanza y Amistad Binational TB Project Coordinator Responsibilities:

i. Supervises project outreach nurses to ensure:

1. DOT education is performed according to DSHS Standards of Performance for the Prevention and Control of Tuberculosis and CDC’s guidelines;

2. Contact investigations are conducted according to DSHS Standards of Performance for the Prevention and Control of Tuberculosis and CDC’s guidelines;

3. Medications are dispensed according to recognized DSHS Standards of Performance for the Prevention and Control of Tuberculosis; and

4. All patient care is documented completely and accurately.

ii. Conducts annual performance reviews of each project employee.

iii. Notifies designated DSHS TB Services Branch contact person, and the appropriate DSHS regional office, of any situations that may affect the project. Examples include, but are not limited to: change of management or administration in local health jurisdictions; and/or problems with drug supply or personnel.

iv. Notifies designated DSHS TB Services Branch contact person, and the appropriate DSHS regional office, of meeting attendance where Project is represented, and obtain advance written approval for any publications or abstracts to be submitted regarding project activities and presentations.

v. Develops and submits Semi-Annual Reports to DSHS, submitted first to Contractor for review and approval according to the schedule listed in the table below. Prepare and submit any other report requested by DSHS, by the deadline given.

vi. Implements project objectives in Accordance with DSHS TB and Refugee Health Services Branch expectations.

vii. Monitors progress towards achieving stated project objectives, in consultation with DSHS regional staff and the DSHS TB and Refugee Health Services Branch.
Health Services Branch contact person, and implements corrective action(s) as directed by DSHS.

viii. Participates in program evaluation activities regarding the projects.

ix. DSHS maintains the right to approve all providers identified for hire by the Contractor.

x. Contractor is not required to conduct bidding for the provider positions it will maintain in the network.

xi. A process needs to be in documented and in place to facilitate the hiring of a Customs Broker, when necessary, for the shipment of specimens across the international boundary once every two weeks to the Austin DSHS LRN laboratory. Further, this subcontract with a Customs Broker (as specified above) is to be monitored for the processing of the necessary paperwork and processes required for the transportation of Binational TB specimens and medications. Results from these specimens to be reported to Binational physicians within fourteen (14) working days of receipt of specimens. The contract with the subcontractor must be in place by the effective date of this Renewal Program Attachment, with services by Custom Broker to begin immediately upon effective date of that subcontract.

2.5 CONTRACT AWARD, TERM AND AMOUNT

2.5.1 Contract Award and Execution

The System Agency intends to award one contract as a result of this Solicitation. Any award is contingent upon approval of the 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 the System Agency's determination to seek to contract with that Respondent, the System Agency may negotiate a contract with the next highest scoring Respondent or may withdraw, modify, or partially award this Solicitation.

2.5.2 Contract Term

The System Agency anticipates that the initial duration of any contract resulting from this Solicitation shall be for a period of 12 months. The System Agency, at its sole option, may extend any contract awarded pursuant to this Solicitation for up to 4 additional years.

Following the base term and any allowable extensions, The System Agency may extend any resulting Contract for the purpose of completing a new procurement, and/or to transition to a new vendor if necessary to avoid interruption in System Agency services.

2.5.3 Contract Amount

Initial total compensation for any one or cumulative Work Order under a Contract resulting from this Solicitation shall not exceed $265,167.00. However, notwithstanding the preceding, the System Agency reserves the right to increase this amount should additional
state or federal funding become available during the term of a resulting Contract, including any extensions.

2.6 **DATA USE AGREEMENT**

The System Agency anticipates that the Contractor will necessarily have access to information that is confidential by law. Accordingly, the Contractor will be bound to the Data Use Agreement (DUA), which is attached as Attachment D. Exceptions to the terms of the DUA must be raised in Respondent's Solicitation Response with other exceptions.

2.7 **NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION**

The System Agency 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. The System Agency reserves the right to cancel, make partial award, or decline to award a contract under this Solicitation at any time at its sole discretion.

2.8 **WORK ORDER AUTHORIZATION**

During the term of any contract awarded under this Solicitation, the System Agency may request Respondent to perform certain tasks as described above, subject to specific work authorization in the form of a General Work Order (Work Order), a sample of which is attached as Attachment F.

All Work Orders shall be in writing, signed by both parties, and shall include a scope of services, a list of tasks to be performed by Respondent, a time schedule, a list of deliverables if any, and such other information or special conditions as may be necessary for the work requested.

2.9 **GOVERNMENTAL ENTITIES**

The selected Respondent shall be bound to specific terms and conditions found in Exhibit C, HHSC Uniform Terms and Conditions. However, to the extent Respondent is a governmental entity, responding to this Solicitation in its capacity as a governmental entity, certain terms and conditions may not be applicable. Furthermore, to the extent permitted by law, if a Solicitation response is received from a governmental entity, the System Agency reserves the right to enter into an Interagency or Inter-local agreement with the governmental entity in lieu of awarding a contract as a result of this Solicitation.

**ARTICLE III. ADMINISTRATIVE INFORMATION**

3.1 **SCHEDULE OF EVENTS**

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<th>EVENT</th>
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<tr>
<td>Solicitation Release Date</td>
<td>9/30/16</td>
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<tr>
<td>Vendor Conference</td>
<td>10/7/16</td>
</tr>
<tr>
<td>Deadline for Submitting Questions</td>
<td>10/10/16 @ 5:00 PM Central Time</td>
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<td>-------------------------------------------</td>
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<tr>
<td>Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]</td>
<td>10/24/2016 AT 2:00 PM Central Time</td>
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<tr>
<td>Anticipated Notice of Award</td>
<td>12/2/2016</td>
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<tr>
<td>Anticipated Contract Start Date</td>
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Note: These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the ESBD. Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the ESBD.

3.2 **Changes, Amendment or Modification to Solicitation**

The System Agency reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the System Agency and will post such on the ESBD. It is the responsibility of Respondent to periodically check the ESBD to ensure full compliance with the requirements of this Solicitation.

3.3 **Irregularities**

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in Section 3.5.1 as soon as possible so corrective addenda may be furnished to prospective Respondents.

3.4 **Informalities**

The System Agency reserves the right to waive minor informalities in a Solicitation Response if it is in the best interest of the System Agency. A “minor informality” is an omission or error that, in the System Agency’s determination if waived or modified when evaluating Solicitation Responses, would not give a Respondent an unfair advantage over other Respondents or result in a material change in the Solicitation Response or Solicitation requirements.

3.5 **Inquiries**

3.5.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency’s Purchasing Department, addressed to the person listed below. All communications between Respondents and other System Agency staff members concerning the Solicitation are strictly prohibited. **Failure to comply with these requirements may result in disqualification of Respondent’s Solicitation Response.**
3.5.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in Section 3.2.1 above, the System Agency, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Failure to observe this restriction may disqualify the Respondent. Respondent shall rely only on written statements issued by or through the System Agency's designated staff as provided in this Solicitation. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

3.5.3 Exception

The only exception to the single point of contact is the HUB Coordinator. Should respondents have questions regarding proper completion of the HUB Subcontracting Plan, the HUB coordinator may be contacted at Michael.Herman@hhsc.state.tx.us with a copy to the purchaser listed above.

3.5.4 Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in section 3.5.1 above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

a) Identifying Solicitation number
b) Section Number
c) Paragraph Number
d) Page Number
e) Text of passage being questioned
f) Question

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 3.5.1 above. However, the System Agency, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.
3.5.5 Clarification

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions. If a Respondent fails to properly and timely notify the Point of Contact of such issues, the Respondent submits its Solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the Solicitation and any resulting Contract, (2) shall not contest the interpretation by any System Agency of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

3.5.6 Responses

Responses to questions or other written requests for clarification may be posted on the ESBD. The System Agency reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers may be posted on the ESBD. It is Respondent's responsibility to check the ESBD or contact the Point of Contact for updated responses. The System Agency also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the System Agencies sole discretion.

3.5.7 Vendor Conference

The System Agency will conduct an optional pre-submittal vendor conference on Friday, October 7, 2016. The scheduled time and call in information will be provided via an addendum. The vendor conference is not mandatory, but attendance is strongly recommended.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the sole point of contact identified in the HHS RFP/solicitation at least 72 hours before the meeting so appropriate arrangements can be made.

3.6 Solicitation Response Composition

3.6.1 Generally

Respondent shall submit one (1) original Proposal and Respondent Information and an original Cost Proposal marked "Original" on paper and five (5) digital copies of the Proposal and Respondent Information document in searchable portable document format (.pdf) on USB flash drives, compatible with Microsoft Office 2000. The Original hard copy must include all required documents. Failure to submit all required documents in required format(s) may result in disqualification of the Solicitation Response without further consideration. A Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities under this Solicitation. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Respondent should focus on the instructions and requirements of the Solicitation.

The System Agency, in its discretion, reject any and all proposals or portions thereof.

3.6.2 Submission in Separate Parts

Solicitation Responses must be submitted in separate parts:
• Proposal and Respondent Information
• Cost Proposal; and
• HSP, if applicable.

Paper documents (i.e. the original and all hard copies) must be separated by binding or separate packaging. Electronic submissions must be separated by electronic medium used for submission (i.e. flash drive).

The entire Solicitation Response --all separated paper documents and electronic copies-- must then be submitted in one package to HHSC at the address listed in Section 3.4.

3.6.3 Page Limit and Supporting Documentation

The Narrative/ Technical Proposal should not exceed twenty (20) pages in length, not including appendices or attachments, and should be formatted as follows: 8 ½" x 11" paper, 12 pitch font size, and single-sided. 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 tab, page, section, and/or paragraph where the supporting information can be found. In addition, submit one electronic copy of the proposal on a portable media, such as a flash drive, compatible with Microsoft Office 2000. The electronic copy must be organized with a file format that corresponds with the sections of the RFP.

3.6.4 Discrepancies

Discrepancies or disparities between the contents of original Solicitation Responses and copies will be interpreted in favor of the System Agency. If Respondent fails to designate an "ORIGINAL," the System Agency may reject the Solicitation Response or select a copy to be used as the original.

3.6.5 Exceptions

HHSC will more favorably evaluate responses that offer no or few exceptions, reservations, or limitations to the terms and conditions of the Solicitation.

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 pursuant to Section 3.5.4. 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 E to this Solicitation and provide all information requested on the form (Solicitation Section Number, Solicitation Section Title, Language to which Exception is Taken, Proposed Language, and Statement as to whether or not, by indicating only "yes" or "no," Respondent still wants to be considered for a contract award if the exception is denied). Any exception that does not provide all required information without qualification in the format set forth in Exhibit E 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 the System Agency.
A Solicitation Response should be responsive to the Solicitation as worded, not with 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 to this Solicitation that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer may be disqualified.

3.6.6 Assumptions

Respondent must identify on the Exceptions form any business, economic, legal, programmatic, or practical assumptions that underlie the respondent's response to the Solicitation. The System Agency 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 the System Agency.

3.7 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.7.1 Deadline

Solicitation Responses must be received at the address in Section 3.7.3 time-stamped by the System Agency no later than the date and time specified in Section 3.1

3.7.2 Labeling

Solicitation Responses shall be placed in a sealed box and clearly labeled as follows:

<table>
<thead>
<tr>
<th>SOLICITATION NO:</th>
<th>537-17-0019</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOLICITATION NAME:</td>
<td>Binational TB Testing and Treatment Support Services for the Department of State Health Services Tuberculosis and Border Health Division</td>
</tr>
<tr>
<td>SOLICITATION RESPONSE DEADLINE:</td>
<td>October 26, 2016</td>
</tr>
<tr>
<td>FOR:</td>
<td>Support Services</td>
</tr>
</tbody>
</table>

The System Agency will not be held responsible for any Solicitation Response that is mishandled prior to receipt by the System Agency. It is Respondent’s responsibility to mark appropriately and deliver the Solicitation Response to the System Agency by the specified date and time.

3.7.3 Delivery

Respondent must deliver Solicitation Responses by one of the methods below. Solicitation Responses submitted by any other method (e.g. facsimile, telephone, email) will NOT be considered.

<table>
<thead>
<tr>
<th>U.S. Postal Service</th>
<th>Overnight/Express Mail and Hand Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>HHSC Procurement and Contracting Services Bid Room Attn: Andrick Reese, CPTM Procurement Project Manager 1100 W. 49th Street, MC 2020 Service Building (Building S)</td>
<td>HHSC Procurement and Contracting Services Bid Room Attn: Andrick Reese, CPTM Procurement Project Manager 1100 W. 49th Street, MC 2020 Service Building (Building S)</td>
</tr>
</tbody>
</table>
Note: All Solicitation Responses become the property of HHSC after submission and will not be returned to Respondent.

3.7.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in Section 3.5.1; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in Section 3.5.1. The System Agency may request Solicitation Response Modifications at any time.

ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 EVALUATION CRITERIA

4.1.1 Conformance with State Law

Solicitation Responses shall be evaluated in accordance with Title 10, Subtitle D of the Texas Government Code/ applicable law. The System Agency 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.

4.1.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected, in the sole discretion of the System Agency.

a) Respondents must have a financial management system in place that meets federal and state standards for expending and accounting for the funds received under the award and must have recently been in business for a minimum of five (5) years, or the principals/owners must have had recent ownership/executive management experience in a previous company that provided binational cross border support services;

b) Respondents shall have demonstrated experience in providing services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined populations).

c) Respondents must be financially solvent and adequately capitalized; and
d) Respondent must be authorized to do business in the State of Texas; and

e) Respondent must be certified in the import-export of etiological samples and the
Mexican and American laws for the registration, transport, and packaging of
etiological agents, vectors and specimens from the Mexican mainland as
approved by the United States and Mexico Customs and Border Protection
Agencies

4.1.3 Specific Criteria
Solicitation Responses shall be consistently evaluated and scored in accordance with the
following criteria.

a) Exhibit G: Respondent Background (including references) (40%);

b) Exhibit H: Work Plan (40%); and

c) Exhibit I: Budget (20%)

4.1.4 Other Information
HHSC may contact references provided in response to this Solicitation, contact
Respondent's clients, or solicit information from any available source, including the
Comptroller's Vendor Performance Tracking System.

4.2 Initial Compliance Screening
The System Agency will perform an initial screening of all Solicitation Responses
received. Unsigned Solicitation Responses, and Solicitation Responses that do not meet
Section 4.1.2 above and/or do not include all required forms and information may be
subject to rejection without further evaluation.

4.3 Competitive Range and Best and Final Offer
The System Agency may determine that certain Solicitation Responses are within the
competitive range, and may use this range to award multiple Contracts or as a basis to
request a Best and Final Offer (BAFO) from Respondents. If the System Agency elects to
limit award consideration to a competitive range, the competitive range will consist of the
Solicitation Responses that receive the highest or most satisfactory ratings, based on the
published evaluation criteria and procedures governing this procurement. The System
Agency, in the interest of administrative efficiency, may place reasonable limits on the
number of Solicitation Responses that will be included in the competitive range.

A System Agency may, at its discretion request that any or all Respondent(s) provide a
BAFO. A request for a BAFO from a System Agency does not guarantee an award or
further negotiations.

4.4 Oral Presentations and Site Visits
The System Agency may require an oral presentation from any or all Respondents.
Respondents will be provided with advance notice of any such oral presentation and are
responsible for their own presentation equipment. Failure to participate in the requested
presentation may eliminate a Respondent from further consideration. The System Agency
is not responsible for any costs incurred by the Respondent in preparation for any oral presentation.

The System Agency may require site visits from any or all Respondents. The System Agency will notify selected Respondents of the time and location of site visits. Failure to permit or participate in the requested site visit may eliminate a Respondent from further consideration. The System Agency is not responsible for any costs incurred by the Respondent in preparation for any site visit.

4.5 Questions or Requests for Clarification by the System Agency

The System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the Solicitation process, including during Oral Presentations, Site Visits, or during the BAFO process.

ARTICLE V. NARRATIVE/TECHNICAL PROPOSAL

5.1 Narrative Proposal

5.1.1 Executive Summary

Provide a high-level overview of the Respondent's approach to meeting the RFPs business requirements. The summary must demonstrate an understanding the System Agency's goals and objectives for this procurement.

5.1.2 Project Work Plan

Describe the Respondent's proposed processes and methodologies for providing all components of the Scope of Work described in Article II. The Respondent must also describe, its plan for service delivery to the population in the proposed service area(s) and include time lines for accomplishments. The work plan must:

1. Describe your agency’s relationships to health and social service agencies cross border in Mexico.
2. Describe the agency’s current programs and activities relevant to the RFP.
3. Describe how your organization is structured in order to carry out the duties as outlined in this RFP.
4. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., technical assistance, information, financial and administrative systems) and other infrastructure available to achieve service delivery and policy-making activities. What resources do you have to perform the services, who will deliver services and how will they be delivered?
5. Describe your ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined populations).
6. Describe how data collection and reporting are to be completed and delivered to DSHS.

7. Describe process that will be used to monitor subcontractor services/activities required under this RFP. Include staff qualifications, training, and experience in monitoring subcontractors.

5.1.3 Value-Added Benefits
Describe any service or deliverables that are not required by this Solicitation that the Respondent proposes to provide at no additional cost to the System Agency. Respondents are not required to propose value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

5.1.4 Key Staffing Profile
Respondent must provide a key staffing profile and resumes for staff that will be responsible for the performance of the services requested under this Solicitation.

5.2 TECHNICAL PROPOSAL
Respondent must provide a detailed description of the proposed technical solution, which must support all business activities and requirements described in this RFP. The Technical Proposal must reflect a clear understanding of the nature of the work undertaken, and must include a detailed description of the proposed system(s).

The Technical Proposal must include a description of the following system components, at a minimum:

5.2.2 System Availability and Capacity
The Respondent is responsible for delivering a cost-effective, high-availability environment that minimizes the frequency and impact of system failures, reduces downtime, and minimizes recovery time in the event of catastrophic failure. In this section, provide details on the Respondent’s approach to providing a highly available system. In addition, provide details on the proposed approach to monitoring system performance and use and planning, sizing and controlling the system as capacity needs change.

5.2.3 Software and Hardware Components
Provide details on the software and hardware components the Respondent proposes to use in its system. This includes, but is not limited to, the proposed server topology, specifications for the hardware components, and data storage components. The Respondent should also include details on the tools and utilities used to design, build, test, deploy, report, monitor, and operate the system and its components.

5.2.5 System Administration, Support, and Maintenance
Detail the Respondent’s approach to administering the system and system components. Detail the proposed approach to system support, including the levels of support offered and the process for requesting support. In addition, provide a summary of the Respondent’s proposed strategy for maintaining and repairing the system.
5.2.6 System Security and Disaster Recovery

Detail on the Respondent’s approach to security architecture, including the development and implementation measures that will provide security and protection for the system. Describe the proposed backup and recovery processing approach, and proposed virus protection strategy. Describe the Respondent’s general approach to reestablishing operations in the event of a catastrophe, as well as its approach to providing HHSC with a disaster recovery plan. Provide specifications on any hardware and software components utilized by the proposed security and disaster recovery solutions.

5.2.7 Performance Monitoring and Management

Describe the Respondent’s proposed methodology for monitoring and reporting system performance, as well as the Respondent’s proposed approach to technology management. This includes the methods for centrally managing system resources such as servers, backup, archiving, and recovery equipment, databases and applications. Address methods for auditing, tracing and scanning the system. Provide details on the use of specialized tools the Respondent will use to automate and track monitoring and management activities.

ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 COMPANY INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified goods or services on time. As a part of the Solicitation Response requested in Article III, Respondent must provide the following information:

6.1.1 Company Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in Article II, focusing on its company's key strengths and competitive advantages.

6.1.2 Company Profile

Provide a company profile to include:

(a) The company ownership structure (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 and the percentage of the parent’s ownership. The entity performing the majority of the Work under a contract, throughout the duration of the contract, must be the primary bidder. Finally, please provide your 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 your company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation;

(d) The number of employees in your company, both locally and nationally, and the location(s) from which employees may be assigned;

(e) The name, address, and telephone number of Respondent’s point of contact for any resulting contract under this Solicitation; and

(f) Indicate whether your company has ever been engaged under a contract by any Texas state agency. If “Yes,” specify when, for what duties, and for which agency.

Note: If Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided as well.

6.2 REFERENCES

Respondent shall provide a minimum of three (3) references from similar contracts or projects performed, preferably for state and/or local government. Recency of the project and relevancy to the Scope of Work will be considered in evaluating and scoring proposals. Respondent must verify current contracts. Information provided shall include:

- Client name;
- Contract/Project Description
- Total Dollar amount of contract/project
- Key staff assigned to the referenced contract/project that will be designated for work under this Solicitation; and
- Client contract/project manager name, telephone number, fax number and email address.

6.3 LITIGATION AND CONTRACT HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures. In addition, Respondent must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Respondent. Solicitation Response may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

6.4 CONFLICTS

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFP and any resulting contract. Additionally, if applicable, the Respondent must disclose all potential conflicts of interest. The Respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. The System Agency will determine to what extent, if any, a potential conflict of interest can be
mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

6.5 **AFFIRMATIONS AND CERTIFICATIONS**

Respondent must complete and return all of the following listed forms:

- a) Exhibit A, Affirmations and Solicitation Acceptance
- b) Exhibit B, Federal Assurances;
- c) Exhibit D, HHS Security and Privacy Initial Inquiry; and
- d) Exhibit E, Exceptions and Assumptions (if applicable)

6.6 **CORPORATE GUARANTEE**

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

6.7 **HUB SUBCONTRACTING PLAN**

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the RFP, in a separate sealed envelope, with the RFP submission, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with Exhibit F and the HSP. In addition, submit one (1) electronic copy of the HSP on a portable media, such as a flash drive, compatible with Microsoft Office 2000.

**ARTICLE VII. COST PROPOSAL**

7.1 **COST PROPOSAL**

As noted above, cost information must not be included with the Respondent's Information and Business proposal. Respondent must submit a cost proposal for the services listed in Article II, Scope of Work. The cost proposal provided is for the goods and services as specified in this Solicitation and shall include all labor, materials, tools, supplies, equipment, and personnel, including but not limited to, travel expenses, associated costs and incidental costs necessary to provide the products and services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this RFP. The Respondent must complete the Cost Proposal form and place it in a separate, sealed package, clearly marked with the Respondent’s name, the RFP number, and the RFP submission date.

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

8.1.1 Amendment

The System Agency reserves the right to alter, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the State.

8.1.2 Offer Period

Solicitation Responses shall be binding for a period of ninety (90) days after the due date for submission of Solicitation Responses. Each Respondent may extend the time for which its Solicitation Response will be honored. Upon Contract execution, prices agreed upon by the 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 Respondent unless expressly agreed upon in writing by the System Agency.

8.1.3 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by any System Agency to award a contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. The System Agency is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing Solicitation Responses, preparing for or participating in oral presentations 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

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

8.1.5 Public Information Act

Solicitation Responses are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the PIA, certain information may be protected from public release. Respondents who wish to protect portions of the Solicitation Response from public disclosure should familiarize themselves with this law. Information pertaining to the Solicitation will be withheld or released only in accordance with the PIA.

8.2 **INSURANCE**

8.2.1 Required Coverage

For the duration of any contract resulting from this Solicitation, Respondent shall acquire insurance, bonds, or both, if applicable with financially sound and reputable independent insurers, in the type and amount customarily carried within the industry. 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, the System Agency reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies customarily required. It will be the Respondent's responsibility to recommend to the System Agency 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 and/or bonds. The System Agency shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

8.3 PROTEST

If a responded wishes to file a protest they may do so in accordance with the rules published by HHSC in the Texas Administrative Code.

ARTICLE IX. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with this Solicitation in order to be considered responsive. Any Solicitation Response received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

Original Solicitation Response Package

The Solicitation Package must include the "Original" Solicitation Response in hard-copy consisting of three parts described in detail below, each under separate cover but packaged together and clearly labeled "Original" on each.

1. Proposal and Respondent Information
   a. Narrative Proposal (Section 5.1 and Exhibit H) _____
   b. Technical Proposal (Section 5.2) _____
   c. Company Information (Section 6.1 and Exhibit G) _____
   d. References (Section 6.2) _____
   e. Litigation and Contract History (Section 6.3) _____
   f. Conflicts (Section 6.4) _____
   g. Affirmations, Certifications and Solicitation Acceptance (Section 6.5) _____
   h. Exceptions and Assumptions (Sections 3.6.5 and 3.6.6) _____

2. Cost Proposal (Article 7 and Exhibit I) _____

3. HUB Subcontracting Plan (Section 6.9 and Exhibit F) _____
4. Attachments
   a. Contact Person Information (Attachment A) ___
   b. Administrative Information (Attachment B) ___
   c. Financial Management Questionnaire (Attachment C) ___

Copies to be provided (all clearly labeled as "copy")

___5___ Electronic copies of Proposal and Respondent Information in searchable .pdf format on individual USB Drives.

___1___ Electronic copy of Cost Proposal in Excel Format with active formulas on a USB Drive.

LIST OF EXHIBITS THAT WILL BE INCLUDED IF APPLICABLE:

EXHIBIT A- AFFIRMATIONS AND SOLICITATION ACCEPTANCE (OR SEPARATE CERTIFICATION FORMS IF NECESSARY)
EXHIBIT B- FEDERAL ASSURANCES
EXHIBIT C- HHSC UNIFORM TERMS AND CONDITIONS
EXHIBIT D- HHS SECURITY AND PRIVACY INITIAL INQUIRY
EXHIBIT E- EXCEPTIONS FORM (IF APPLICABLE)
EXHIBIT F- HUB INFO
EXHIBIT G- RESPONDENT BACKGROUND
EXHIBIT H- PROJECT WORK PLAN
EXHIBIT I- COST PROPOSAL
ATTACHMENT A- CONTACT PERSON INFORMATION
ATTACHMENT B- ADMINISTRATIVE INFORMATION
ATTACHMENT C- FINANCIAL MANAGEMENT QUESTIONNAIRE
ATTACHMENT D- HHS ENTERPRISE DATA USE AGREEMENT
ATTACHMENT E- SUPPORT OF REIMBURSEMENT REQUEST FORM
ATTACHMENT F- SAMPLE WORK ORDER FORM
### ARTICLE X ATTACHMENTS AND EXHIBITS

<table>
<thead>
<tr>
<th>EXHIBIT</th>
<th>NAME</th>
<th>FILE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong>:</td>
<td>Affirmations and Solicitation Acceptance</td>
<td>Exhibit A - Affirmations and Solicitation Acceptance.doc</td>
</tr>
<tr>
<td><strong>B</strong>:</td>
<td>Federal Assurances</td>
<td>Exhibit B - Federal Assurances.pdf</td>
</tr>
<tr>
<td><strong>C</strong>:</td>
<td>HHSC Uniform Terms and Conditions</td>
<td>Exhibit C - HHSC Uniform Terms and Conditions.pdf</td>
</tr>
<tr>
<td><strong>D</strong>:</td>
<td>HHS Security and Privacy Initial Inquiry</td>
<td>Exhibit D - HHS Security and Privacy Initial Inquiry.pdf</td>
</tr>
<tr>
<td><strong>E</strong>:</td>
<td>Exceptions Form</td>
<td>Exhibit E - Exceptions Form.docx</td>
</tr>
<tr>
<td><strong>F</strong>:</td>
<td>HUB Info</td>
<td>Exhibit F - HUB Info.pdf</td>
</tr>
<tr>
<td><strong>G</strong>:</td>
<td>Respondent Background</td>
<td>Exhibit G - Respondent Background.docx</td>
</tr>
<tr>
<td><strong>H</strong>:</td>
<td>Project Work Plan</td>
<td>Exhibit H - Project Work Plan.docx</td>
</tr>
<tr>
<td><strong>I</strong>:</td>
<td>Cost Proposal</td>
<td>Exhibit I - Cost Proposal.xls</td>
</tr>
<tr>
<td><strong>ATTACHMENT A</strong>:</td>
<td>Contact Person Information</td>
<td>ATTACHMENT A - Contact Person Information.docx</td>
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<tr>
<td><strong>ATTACHMENT B</strong>:</td>
<td>Administrative Information</td>
<td>ATTACHMENT B - Administrative Information.docx</td>
</tr>
<tr>
<td><strong>ATTACHMENT C</strong>:</td>
<td>Financial Management Questionnaire</td>
<td>ATTACHMENT C - Financial Management Questionnaire.docx</td>
</tr>
<tr>
<td>ATTACHMENT D: HHS ENTERPRISE DATA USE AGREEMENT</td>
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<tr>
<td>ATTACHMENT E: SUPPORT OF REIMBURSEMENT REQUEST FORM</td>
<td></td>
<td></td>
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<tr>
<td>ATTACHMENT F: SAMPLE WORK ORDER FORM</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attachment D - data-use-agreement
Attachment E - Reimbursement Request Form
Attachment F - Sample Work Order Form