



TEXAS
Health and Human Services

Dr. Courtney N. Phillips, Executive Commissioner

**Request for Proposals (RFP)
Medical Shelters and Alternate Care Sites (ACS)**

RFP No. HHS0004638

Date of Release: February 21, 2020

Responses Due: 2 p.m., March 11, 2020

NIGP Class/Item Codes:

**990-29 - Disaster Preparedness and Emergency Planning Services
952-37 - Emergency Shelter Services**

Contents

ARTICLE 1. Executive Summary, Definitions, and Authority	5
1.1 Executive Summary	5
1.2 Definitions	6
1.3 Authority	7
ARTICLE 2. Scope of Work/Specifications	8
2.1 Description of Services/Statement of Work/Specifications	8
2.1.1 Preparedness	8
2.1.2 Response	9
2.1.3 Training	10
2.1.4 Exercise	10
2.2 Performing Agency Responsibilities Post Activation	10
2.2.1 Activation	10
2.2.2 Medical Shelter Management Support	11
2.2.3 Demobilization – Emergency Support Operation	12
ARTICLE 3. Performance Measures	13
ARTICLE 4. Contract Period and Renewal	14
ARTICLE 5. Invoice and Payment	15
5.1 Contract Award, Term and Amount	15
5.1.1 Contract Award and Execution	15
5.1.2 Contract Term	15
5.1.3 Contract Amount	15
5.2 Data Use Agreement	16
5.3 No Guarantee of Volume, Usage or Compensation	16
5.4 Work Order Authorization	16
5.5 Governmental Entities	16
ARTICLE 6. Administrative Information	17
6.1 Schedule of Events	17
6.2 Changes, Amendment or Modification to Solicitation	17
6.3 Irregularities	18
6.4 Informalities	18
6.5 Inquiries	18
6.5.1 Point of Contact	18
6.5.2 Prohibited Communication	18

6.5.3	Exception to Point of Contact	18
6.5.4	Questions.....	19
6.5.5	Clarification	19
6.5.6	Responses.....	19
6.5.7	Vendor Conference	19
6.6	Solicitation Response Composition	20
6.6.1	Generally.....	20
6.6.2	Submission in Separate Parts	20
6.6.3	Discrepancies	20
6.6.4	Exceptions.....	20
6.6.5	Assumptions.....	21
6.7	Solicitation Response Submission and Delivery.....	21
6.7.1	Deadline	21
6.7.2	Labeling	21
6.7.3	Delivery.....	22
6.7.4	Alterations, Modifications, and Withdrawals	22
ARTICLE 7.	Solicitation Response Evaluation and Award Process.....	22
7.1	Evaluation Criteria	22
7.1.1	Conformance with State Law.....	22
7.1.2	Minimum Qualifications	22
7.1.3	Background Check.....	23
7.1.4	Specific Criteria	23
7.1.5	Other Information	23
7.2	Initial Compliance Screening	24
7.3	Competitive Range and Best and Final Offer	24
7.4	Questions or Requests for Clarification By the System Agency	24
ARTICLE 8.	Narrative/Technical Proposal.....	25
8.1	Narrative Proposal.....	25
8.1.1	Executive Summary	25
8.1.2	Project Work Plan.....	25
8.1.3	Value-Added Benefits.....	25
8.1.4	Key Staffing Profile	25
8.1.5	Technical Proposal.....	25
ARTICLE 9.	Required Respondent Information	27

9.1 Company Information	27
9.1.1 Company Narrative.....	27
9.1.2 Company Profile	27
9.2 References	28
9.3 Major Subcontractor Information.....	28
9.4 Litigation and Contract History.....	28
9.5 Conflicts	28
9.6 Affirmations and Certifications.....	29
9.7 Corporate Guarantee	29
9.8 Hub Subcontracting Plan.....	29
ARTICLE 10. Cost Proposal.....	31
10.1 Cost Proposal	31
ARTICLE 11. General Terms and Conditions.....	32
11.1 General Conditions	32
11.1.1 Amendment.....	32
11.1.2 Offer Period	32
11.1.3 Costs Incurred	32
11.1.4 Contract Responsibility.....	32
11.1.5 Public Information Act	32
11.2 Insurance	33
11.2.1 Alternative Insurability	33
11.3 Bonds	33
11.4 Protest	34
ARTICLE 12. Submission Checklist	35
ARTICLE 13. List of Exhibits	36

**ARTICLE 1. EXECUTIVE SUMMARY, DEFINITIONS,
AND AUTHORITY**

1.1 EXECUTIVE SUMMARY

The Health and Human Services Commission (“HHSC”) requests sealed Proposals for preparedness and response contingency operational and organizational services and resources at the time of an emergency. Contractor will support HHSC and the Department of State Health Services (“DSHS”) in coordination of deploying multi-functional support to locations that may be pre-designated or else determined by DSHS or Contractor at the time of an Emergency. The capabilities and resources, including Contractor owned equipment, consumable supplies, and personnel acquired through this solicitation, will be utilized and incorporated into DSHS’s response organization to add efficiency and responsiveness to the care of Texas residents at the direction of DSHS.

The duration for support of a single Emergency is unknown until it occurs, but the length of time involved will be dependent upon the magnitude of the Emergency and the response operation. DSHS reserves the right to reduce and/or extend the period of response time.

As each mission evolves, it may be necessary for DSHS to request assistance from other governmental agencies and/or designated on-site private contractors to provide general support to the established shelter(s). Contractor must work collaboratively with any such entity DSHS designates.

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

Information regarding DSHS and its programs are available online and can currently be accessed at <https://dshs.texas.gov/>.

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1.2 DEFINITIONS

Refer to **Exhibit B**, HHS Uniform Terms and Conditions-Vendor, 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:

“Activation Request” means a notification provided by DSHS, either verbally or in written form, requesting response activities to an emergency event, recovery operations or for a training event.

“Addendum” means a written clarification or revision to this Solicitation issued by HHSC in coordination with DSHS.

“ACS” means Alternate Care Site(s).

“Department of State Health Services” or **“DSHS”** means the Texas Department of State Health Services, its officers, employees or authorized agents.

“Emergency” means any occasion or instance that warrants action to save lives and to protect property, public health, and safety.

“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://www.txsmartbuy.com/sp>.

“ETT” means Evacuation Triage Team(s).

“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.

“HUB Subcontracting Plan” (**“HSP”**) means written documentation regarding the use of subcontractors, which is required to be submitted with all responses to state agency Contracts with an expected value of \$100,000 or more where subcontracting opportunities have been determined by the state agency to be probable. The HUB subcontracting plan subsequently becomes a provision of the awarded Contract and shall be monitored for compliance by the state agency during the term of the Contract.

“Proposal” means all information and materials submitted by a Respondent in response to this Solicitation.

“[Respondent](#)” means the entity responding to this Solicitation.

“[Solicitation](#)” means this Request for Proposals including all 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 HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, and authorized representatives, and designees of those agencies. These agencies include: HHSC and DSHS.

1.3 AUTHORITY

HHSC is soliciting the services listed herein under Texas Government Code Section 2155.144.

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ARTICLE 2. SCOPE OF WORK/SPECIFICATIONS

2.1 DESCRIPTION OF SERVICES/STATEMENT OF WORK/SPECIFICATIONS

Provide project management oversight and conduct preparedness activities related to public health and medical preparedness, response and recovery operations including the development of emergency plans, and other preparedness projects. These projects include but are not limited to, developing a state Medical Shelter Plan, conducting response operations in order to execute the Medical Shelter Plan, identifying and surveying potential Alternate Care Sites (ACS), identification and maintenance of state Evacuation Triage Teams (ETTs), training of local ETTs, and providing and/or participating in public health and medical trainings and exercises.

Contractor will review existing DSHS documents that relate to Medical Shelter and ACS planning and coordinate with DSHS and existing partners to develop the Medical Shelter Plan.

Contractor will plan and conduct preparedness activities necessary to support response and activation of Medical Shelters throughout Texas. The Agency's Medical Shelter Plan will document how the Contractor will maintain capacity and capability to fulfill the activities of this Plan, should DSHS activate it.

2.1.1 Preparedness

- I. As it relates to medical shelter transportation, facilitate and coordinate with DSHS and partners (such as local health departments, emergency managers and EMS/Fire, Disaster District Committees and shelter site managers/owners) to develop a comprehensive Medical Shelter Plan for Texas and document maintenance, including a medical shelter command/coordination center with integration of ETTs and coordination of medical transportation assets. The Shelter Plan is to be submitted to DSHS within twelve (12) months after the Contract is executed.
 - a. Survey potential alternate medical shelter locations in other cities.
 - b. Facilitate alternate medical shelter identification by attending planning meetings, conducting surveys, creating site-specific plans, and establishing written agreements that formalize the relationship and roles of providers for these sites. Meetings should be held throughout the Contract period, not to exceed 15 meetings, annually.
 - c. Identify, train, and maintain an adequate number of personnel ready for deployment to staff three (3) state Evacuation Triage Teams (ETTs). ETTs will be tasked with providing jurisdictions with personnel support to properly triage evacuees. Contractor must submit a list of trained personnel to DSHSPlanning@dshs.texas.gov, within 60 days of execution of Contract.
- II. Identify, train, and maintain an adequate number of personnel ready for deployment to provide Incident Management Team (IMT) capacity at Medical Shelters or other

locations designated by DSHS. Agency must identify sufficient number of trained personnel to support Medical Shelter operations in Texas. In addition to supporting Medical Shelters, IMTs must have capability to assist in the implementation of emergency operations plans and management for any public health and medical response incident. Personnel must be trained within 60 days of an executed Contract. All correspondence to show contractor has met Deliverable can be sent to DSHSPlanning@dshs.texas.gov.

- III. Identify and train local/regional medical and management staff teams for medical shelter operations.
- IV. As directed by DSHS, facilitate the identification of alternate care sites throughout Texas by attending planning meetings, conducting surveys, creating site-specific plans, and establishing written agreements that formalize the relationship and roles of providers for these sites.

2.1.2 Response

- I. Build capacity for and operate Medical Shelter sites throughout Texas. The Contractor will be responsible for maintaining, activating and deploying the following:
 - a. Maintain a capacity of 5,000 medical shelter beds in San Antonio;
 - b. Maintain the capability to deploy to forward austere locations, up to 3 medical shelters with at least a 100-bed capacity each;
 - c. Maintain the capability to deploy to Austin a medical shelter with at least a 100-bed capacity;
 - d. Activate the Medical Shelter Plan and must be ready to receive first patients within 48 hours of notification from DSHS;
 - e. Deploy staff within 24 hours of a DSHS request.

A sample list of past response services can be found on **Exhibit L** (Examples of Work).

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2.1.3 Training

On an as needed basis, the Contractor (“Providing Agency”) will conduct presentations and training programs related to emergency management, healthcare disaster planning and preparedness, alternate care sites and/or facilities, incident management, shelter management, medical and general population shelter operations, and functional needs support services.

The Providing Agency will also offer, as needed, ETT training annually at each Public Health Region and Central Office. Local responders trained in this effort do not count in the required ETTs under the Medical Shelter Plan. At a minimum, the training will need to include instruction on how to accomplish the following:

- a. Assist local jurisdictions in identifying evacuees with medical needs at embarkation hubs and air hubs.
- b. Provide overall coordination for transportation to medical shelters/ACS for evacuees.
- c. Teach local responders to work as an ETT, and how to integrate into existing ETTs.

Contractor must submit a training schedule to DSHSPlanning@dshs.texas.gov after consultation with the program and within 60 days of the execution of the Contract.

2.1.4 Exercise

Contractor will participate in and assist DSHS with developing exercises related to emergency management, healthcare disaster planning and preparedness, ACS and/or facilities, incident management, shelter management, medical and general population shelter operations, and functional needs support services, as needed, but not to exceed one full scale exercise and up to five smaller scale exercises during each calendar year.

2.2 PERFORMING AGENCY RESPONSIBILITIES POST ACTIVATION

If there is an Emergency within the State, DSHS will immediately notify the Providing Agency, via email or phone.

2.2.1 Activation

- I. Contractors must designate and maintain an individual and a backup to respond to an Activation Request.
- II. All driver(s) and vehicle(s) must be insured to Texas minimum standards for coverage.
- III. Contractor will not be allowed to pre-bill DSHS for any pre-positioning of non-declared Emergency, before being officially activated by DSHS. Any pre-positioning billing will not be approved.

IV. Depending on an Emergency's magnitude, each mission's scope may vary at the logistics support site. The Contractor will be tasked to provide safe and secure functionally based support in generally five (5) distinct phases of the overall emergency support services. The phases include the following:

- a. Responder check-in and staging;
- b. Evacuee sheltering;
- c. Evacuee re-entry;
- d. Repopulation; and
- e. Responder and shelter demobilization, which will include emergency response material recovery, inventory/reconciliation, and clean-up operations.

2.2.2 Medical Shelter Management Support

- I. Medical Shelter – A temporary, emergency-type population shelter designated specifically to provide “medical/nursing care” to individuals with chronic and/or acute physical, psychiatric disability or cognitive impairment conditions or other health issues that prevent the individual from being housed in a general population type shelter, but not severe enough to require hospitalization.
- II. If required, the Contractor must be able to provide the following Medical Shelter Support:
 - a. Provide management that includes licensed medical, health, professional, administrative, and security staff who will effectively manage and operate each Medical Shelter.
 - b. Provide administrative/office supplies, over-the-counter medications, durable medical equipment, personal assistance services, consumable medical supplies, and other medical specialty equipment required to operate each Medical Shelter.
 - c. Create medical records for Medical Shelter patients and return all medical records to DSHS upon shelter closing.
 - d. Provide all staple and special dietary food commodities, food storage and catering facilities, potable water, and fuel supplies required for Medical Shelter operations.
 - e. Provide specialty equipment including, but not limited to, mobile medical clinics, command and communications trailers, Information Technology (IT) and communication equipment, tents and/or soft sided structures, portable office space, buildings, tables, and chairs, cots, generators, lights/lighted towers heating/venting/air conditioning systems, durable medical equipment (DME), consumable medical supplies (CMS) and portable toilets/showers.
 - f. Provide safe vehicles and licensed drivers to support Medical Shelter operations, which may include box trucks, trucks, trailers, vans, and cars.
 - g. Provide services that may include laundry, waste management, transportation, and lodging.
 - h. Provide Medical Shelter reporting to include Medical Shelter status, occupancy and public health surveillance of illnesses, diseases, accidents, and deaths.

- i. Provide detailed record keeping of costs expended during this Contract.
- j. Provide ongoing logistical support to continue Medical Shelter operations.

2.2.3 Demobilization – Emergency Support Operation

Shelter Site Clean Up – The Contractor must clean and disinfect the shelter site in accordance with all applicable State and Federal standards and codes. This includes all temporary structures, mobile structures, and the installation sites. It also includes temporary storage sites, which store items from damage resulting from anchoring a trailer to temporary installation of a power pole.

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ARTICLE 3. PERFORMANCE MEASURES

The System Agency will monitor Contractor's performance of the requirements outlined in Deliverables Schedule and Budget (**Exhibit G**) and compliance with the Contract's terms and conditions.

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ARTICLE 4. CONTRACT PERIOD AND RENEWAL

This contract shall be effective upon execution by all parties, with an end date of one (1) year from the date of the execution of this contract, with (2) optional two-year renewals.

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ARTICLE 5. INVOICE AND PAYMENT

Contractor shall request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>. Voucher and any supporting documentation shall be mailed or submitted by electronic mail to the address/number below:

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
Fax: (512) 458-7442
Email: Invoices@dshs.texas.gov , CMSInvoices@dshs.texas.gov

5.1 CONTRACT AWARD, TERM AND AMOUNT

5.1.1 Contract Award and Execution

The System Agency intends to award one (1) 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 sixty (60) days of 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.

5.1.2 Contract Term

The System Agency anticipates that the initial duration of any Contract resulting from this Solicitation shall be for a period of one (1) year. The System Agency, at its sole option, may extend any Contract awarded pursuant to this Solicitation for up to four (4) additional years. Cost associated with an optional extension will be determined based on historical cost.

Following the base term and any allowable extensions, the System Agency may extend any resulting Contract for not more than one 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 year.

Individual Work Orders issued during the term of a resulting Contract may survive the termination or expiration of this Contract and may be extended for the purpose of completing any Work authorized thereunder.

5.1.3 Contract Amount

Initial total compensation for any one or cumulative Work Order under a Contract resulting from this Solicitation shall not exceed **NINE MILLION NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND 99/100** (\$9,999,999.99). 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.

5.2 DATA USE AGREEMENT

By entering into a Contract with System Agency a result of this Solicitation, Respondent agrees to be bound by the terms of the Data Use Agreement attached as **Exhibit C**.

5.3 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.

5.4 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 **Exhibit J**.

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.

5.5 GOVERNMENTAL ENTITIES

The selected Respondent shall be bound to specific terms and conditions found in **Exhibit B**, HHS Uniform Terms and Conditions-Vendor. 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 interlocal agreement with the governmental entity in lieu of awarding a Contract because of this Solicitation.

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ARTICLE 6. ADMINISTRATIVE INFORMATION

6.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	February 21, 2020
Vendor Conference and HSP Training *Optional*	February 25, 2020
Deadline for Submitting Questions	February 26, 2020
Deadline for Submitting HSP for Optional Courtesy Review	February 27, 2020
Deadline for HUB to Return Reviewed HSP to Respondents	February 28, 2020
Tentative Date Questions and Answers Posted to ESBD	February 28, 2020
Deadline for Submission of Solicitation Responses <i>NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.</i>	March 11, 2020 at 2:00 PM Central Time
Evaluation Period	March 12, 2020 to March 13, 2020
Anticipated Notice of Award	March 20, 2020
Anticipated Contract Start Date	Upon Execution

Note: These dates are a tentative schedule of events. HHSC 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 HHSC and may occur earlier or later than scheduled without notification on the ESBD.

6.2 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. Any such Addenda will be posted on the ESBD. It is the responsibility of Respondent to periodically check the ESBD to ensure full compliance with the requirements of this Solicitation. Respondents are required to include with the proposal, a signed copy of any Addenda posted to ESBD.

6.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in Section 6.5.1, as soon as possible so corrective Addenda may be furnished to prospective Respondents.

6.4 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.

6.5 INQUIRIES

6.5.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to HHSC Procurement and Contracting Services, addressed to the person listed below (Point of Contact). All communications between Respondents and other HHSC and DSHS staff members concerning the Solicitation are strictly prohibited. **Failure to comply with these requirements may result in disqualification of Respondent’s Solicitation Response.**

Name: Jason Ochoa, CTCD, CTCM
Title: Contract Specialist IV
Address: 1100 W 49th St, Austin, Texas 78756
Phone: 512-406-2572
Email: jason.ochoa@hhsc.state.tx.us

6.5.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in Sections 6.5.4 and 6.5.5 below, 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. Respondent shall rely only on written statements issued by or through the System Agency’s designated staff as provided by this Section. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent’s Solicitation Response.**

6.5.3 Exception to Point of Contact

The only exception to the single Point of Contact is the HUB Coordinator. The final HUB Subcontracting Plan (HSP) must be submitted with the Proposal response by the deadline in the Schedule of Events. Proposal 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). Should Respondents have questions regarding proper completion of the HUB Subcontracting Plan, the HUB Coordinator may be contacted at Cheryl.Bradley@HHSC.state.tx.us.

6.5.4 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 emailed to the Point of Contact listed in section 6.5.1 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 6.1, Schedule of Events, above. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

6.5.5 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.

6.5.6 Responses

Responses to questions or other written requests for clarification will be posted on the ESBD. The System Agency reserves the right to amend answers prior to the deadline for submission of Solicitation Responses. Amended answers will be posted on the ESBD. It is Respondent's responsibility to check the ESBD. The System Agency also reserves the right to provide a single consolidated response of all similar questions in any manner at the System Agency's sole discretion.

6.5.7 Vendor Conference

The System Agency will conduct a pre-submittal, vendor conference webinar on February 25, 2020, at 2:00 PM Central Time. The vendor conference is optional, but participation is highly encouraged. Webinar registration must be completed prior to the webinar:

6.6 SOLICITATION RESPONSE COMPOSITION

6.6.1 Generally

Respondent shall submit the complete solicitation package to include one (1) "Original" Response in electronic form (Flash drive or USB) consisting of the three (3) parts listed below, separated by folders and two (2) additional electronic copies of the Response (all clearly labeled as "copy") submitted on separate USBs. The number of copies and directions for submitting are outlined in **Article 12, Submission Checklist**.

The Original Response 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.

The System Agency, in its sole discretion, may reject any and all Proposals or portions thereof.

6.6.2 Submission in Separate Parts

Solicitation Responses must be submitted in separate parts:

- a. Proposal and Respondent Information;
- b. Cost Proposal; and
- c. HSP.

The entire Solicitation Response—all separated electronic copies—must then be submitted in one (1) package to HHSC at the address listed in Section 6.7.3, Delivery.

6.6.3 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.

6.6.4 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 6.5.4. 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 D** 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 D** 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.**

6.6.5 Assumptions

Respondent must identify on the Exceptions Form, **Exhibit D**, 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.

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6.7 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

6.7.1 Deadline

Solicitation Responses must be received at the address in Section 6.7.3 time-stamped by HHSC no later than the date and time specified in Section 6.1.

6.7.2 Labeling

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

SOLICITATION NO:	RFP No. HHS0004638
SOLICITATION NAME:	Medical Shelters and Alternate Care Sites
SOLICITATION RESPONSE DEADLINE:	2 p.m. CST, March 11, 2020
PURCHASER NAME:	Jason Ochoa, CTCD, CTCM
RESPONDENT NAME:	_____

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

6.7.3 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.

U.S. Postal Service	Overnight/Express Mail	Hand Delivery
HHSC Procurement and Contracting Services Building ATTN: Response Coordinator 1100 W. 49 th St., MC 2020 Austin, TX 78756	HHSC Procurement and Contracting Services Building ATTN: Response Coordinator 1100 W. 49 th St., MC 2020 Austin, TX 78756	HHSC Procurement and Contracting Services Building ATTN: Response Coordinator 1100 W. 49 th St., MC 2020 Austin, TX 78756

NOTE: All Solicitation Responses become the property of HHSC after submission and will not be returned to Respondent.

6.7.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation Response submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in Section 6.5.1; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in Section 6.5.1. The System Agency may request Solicitation Response Modifications at any time.

ARTICLE 7. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

7.1 EVALUATION CRITERIA

7.1.1 Conformance with State Law

Solicitation Responses shall be evaluated in accordance with [Texas Government Code Section 2155.144](#). 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.

7.1.2 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, at the sole discretion of the System Agency.

- a. Respondents must have recently been in business for a minimum of 5 years, or the principals/owners must have had recent ownership/executive management

experience in a previous company that provided the types of services list in this RFP.

- b. Respondents shall have demonstrated experience in medical shelter operations and public health and medical preparedness.
- c. Respondent must be authorized to do business in the State of Texas.
- d. All staff members who shall be performing public health and medical operations under the direction of the Respondent, if applicable, must be licensed and credentialed to exercise and practice their profession in Texas (e.g., nurses must be licensed by the Texas Board of Nursing).

7.1.3 Background Check

Respondent must have its project personnel, including subcontractors, submit a fingerprint-based criminal history investigation at the Respondents' expense, at the System Agency's discretion. To facilitate this criminal history background investigation, each person will be required to submit the required agency forms and provide fingerprints that are acceptable by agency-identified timeframes. The System Agency reserves the right to require additional fingerprints if the fingerprints are not acceptable. The Respondents' project personnel must also answer all questions posed by the personnel performing the background investigation.

Respondents must not allow personnel to work on the project who have not submitted to and successfully completed a fingerprint-based criminal history background investigation. The System Agency has the right to prevent the Contractor's personnel from gaining access to any DSHS or HHSC buildings, shelter support sites, and/or communicating with DSHS or HHSC personnel if DSHS or HHSC determines such personnel do not pass the background check or fail to otherwise maintain a security clearance.

7.1.4 Specific Criteria

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

- a. Cost 20%
- b. Qualifications 40%
- c. Experience 40%

7.1.5 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.

7.2 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 7.1.2 above, and/or do not include all required forms and information may be subject to rejection without further evaluation.

7.3 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 a Contract 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.

The System Agency may, at its discretion, request that any or all Respondents provide a BAFO. A request for a BAFO from the System Agency does not guarantee an award or further negotiations.

If BAFOs are requested by System Agency and submitted by the Respondent, they will be evaluated (using the criteria stated in the BAFO invitation), scored, and ranked by the evaluation committee. System Agency reserves the right to conduct more than one BAFO. The award will then be granted to the highest scoring Respondent. However, a Respondent should provide its best offer in its original Proposal. Respondents should not expect or assume that System Agency will request a BAFO.

7.4 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 the BAFO process.

ARTICLE 8. NARRATIVE/TECHNICAL PROPOSAL

8.1 NARRATIVE PROPOSAL

8.1.1 Executive Summary

Provide a high-level overview of the Respondent's approach to meeting the requirements contained in Article 2. The summary must demonstrate an understanding of the System Agency's goals and objectives for this Solicitation

8.1.2 Project Work Plan

Describe the Respondent's proposed processes and methodologies for providing all components of the Scope of Work described in Article 2, including the Respondent's approach to meeting the Deliverables schedule, see Exhibit G. Respondent should identify all tasks to be performed, including all project activities, materials and other products, services and reports to be generated during the Contract period, and relate them to the stated purposes and specifications described in this Solicitation.

8.1.3 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.

8.1.4 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.

8.1.5 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:

8.1.5.1 Technology Architecture

Provide a detailed description of the proposed technology architecture and include one or more diagrams that detail the relationships between key technical components.

8.1.5.2 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.

8.1.5.3 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.

8.1.5.4 System Integration

Describe the Respondent's approach to integrating the proposed system with other information systems.

8.1.5.5 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.

8.1.5.6 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.

8.1.5.7 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.

The remainder of this page is left blank intentionally.

ARTICLE 9. REQUIRED RESPONDENT INFORMATION

9.1 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 6., Respondent must provide the following information:

9.1.1 Company Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in Article 2, focusing on its company's key strengths and competitive advantages.

9.1.2 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, provide the 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, 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; and
- f. Indicate whether the 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 Texas Secretary of State to do business in Texas must be provided as well.

9.2 REFERENCES

Respondent shall provide a minimum of three (3) references from similar contracts or projects performed, preferably for state and/or local government, within the last five (5) years. Respondent must verify current contracts. Information provided shall include:

- a. Client name;
- b. Contract/project description;
- c. Total dollar amount of contract/project;
- d. Key staff assigned to the referenced contract/project that will be designated for work under this Solicitation; and
- e. Client contract/project manager name, telephone number, fax number and email address.

9.3 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.

9.4 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 over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable including any allegations of such that are currently pending.

Respondent must also disclose any settlement agreements entered in the last five (5) years related to alleged contractual failures. 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.

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.

9.5 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 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.

Additionally, pursuant to [Texas Government Code Section 2252.908](#), a successful Respondent awarded a Contract with a value of \$1 million dollars 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 the System Agency at the time the business entity submits the signed Contract.

9.6 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return all the following listed exhibits:

- a. **Exhibit A**, DSHS Affirmations and Solicitation Acceptance
- b. **Exhibit D**, Exceptions (if applicable)
- c. **Exhibit F**, Assurances - Non-Construction Programs
- d. **Exhibit I**, Certification Regarding Lobbying

9.7 CORPORATE GUARANTEE

If the Respondent is substantially or wholly owned by another corporate (or other) entity, the System Agency 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.

9.8 HUB SUBCONTRACTING PLAN

Respondents are required to submit **Exhibit E**, Historically Underutilized Business (HUB) Subcontracting Plan (HSP), with their proposals.

Submit one (1) original electronic flash drive of the HSP, in accordance with the RFP, in a separate file, labeled: HUB Subcontracting Plan, and include all supporting documentation in accordance with **Exhibit E** and the HSP. In addition, submit one (1) electronic copy of the HSP on a portable media device, such as a flash drive, compatible with Microsoft Office 2016.

A courtesy review of a Respondent's completed HUB Subcontracting Plan (HSP) is optional and is available to assist in providing a compliant and responsive HSP. This courtesy review may only identify possible deficiencies.

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 the HSP deadline in the Schedule of Events, Section 6.1, addressed to the HUB coordinator.

E-Mail for Courtesy Review: cheryl.bradley@hhsc.state.tx.us

E-mail Subject Line: HSP Courtesy Review, RFP No. HHS0004638

Due Date: **February 27, 2020**

HSPs received after the courtesy review deadline in the Schedule of Events, Section 6.1, 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 6.1., from the HUB Coordinator, 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 6.1. Solicitation Responses that do not include a **completed** HUB Subcontracting Plan shall be rejected due to material failure to comply with Government Code, Section 2161.252(b).

The remainder of this page is left blank intentionally.

ARTICLE 10. COST PROPOSAL

10.1 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 2, Scope of Work/Specifications, utilizing **Exhibit K, Pricing Sheet**. The cost proposal provided is for the goods and/or 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 remainder of this page is left blank intentionally.

ARTICLE 11. GENERAL TERMS AND CONDITIONS

11.1 GENERAL CONDITIONS

11.1.1 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.

11.1.2 Offer Period

Solicitation Responses shall be binding for a period of 240 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.

11.1.3 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.

11.1.4 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.

11.1.5 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.

Amendments to the PIA passed during the 86th Legislative Session, specifically make “contracting information” public information that must be disclosed in response to a public information request unless otherwise excepted by the Act. Tex. Gov’t Code §§ 552.003(7), 552.0222.

In addition, pursuant to Texas Government Code Section 2261.253(a), HHSC is required to post executed contracts and the associated solicitation documents on the agency website. Contract documents posted to the web may include the Solicitation Response of any Respondent receiving a Contract.

HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA. 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. If it is necessary for Respondent to include proprietary or confidential information (which may include, but is not limited to, trade secrets or privileged information), Respondent must clearly mark in bold red letters the term “**CONFIDENTIAL**” using at least 14-point font, on that specific part or page of the submittal which Respondent believes to be confidential. All submittals and parts of submittals that are not marked confidential will be automatically considered to be public information. Should trade secrets or proprietary or otherwise confidential information be included in the submitted electronic copy, the content should be marked in the same manner as the original as stated above. In addition, Respondent should mark the medium with the word “CONFIDENTIAL.” If HHSC receives a public information request seeking information marked by Respondent as confidential, Respondent will receive notice of the request as required by the Texas Public Information Act.

If HHSC receives a public information request for submittals and parts of submittals that are not marked confidential, the information will be disclosed to the public as required by the Texas Public Information Act. Note that pricing is not generally considered confidential under the Texas Public Information Act. Merely making a blanket claim that the entire Solicitation Response is protected from disclosure because it contains any amount of proprietary or confidential information is not acceptable and may make the entire Solicitation Response subject to release under the PIA.

11.2 INSURANCE

11.2.1 Alternative Insurability

For the duration of any Contract resulting from this Solicitation, Respondent shall acquire insurance, bonds or both, with financially sound and reputable independent insurers, based on industry standards.

11.3 BONDS

DSHS reserves the right to require the Respondent to procure one or more performance, fidelity, payment or other bond, if during the term of the contract DSHS, in its sole discretion, determines that there is a business need for such requirement.

11.4 PROTEST

If a Respondent wishes to file a protest, they may do so in accordance with the rules of the Texas Administrative Code, Title 1, Part 15, Chapter 391, Subchapter D, Protests.

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ARTICLE 12. SUBMISSION CHECKLIST

This checklist is provided for Respondent’s convenience only and identifies documents that are requested in this Solicitation.

Original Solicitation Response Package

The electronic Solicitation Package must include the “Original” Solicitation Response consisting of three parts described in detail below, each separately but packaged together and clearly labeled “Original” on the USB.

1. Proposal and Respondent Information

- | | | |
|------------------------------------|-----------------------------|-------|
| a. Narrative Proposal | (Section 8.1) | _____ |
| b. Company Information | (Section 9.1) | _____ |
| c. References | (Section 9.2) | _____ |
| d. Major Subcontractor Information | (Section 9.3) | _____ |
| e. Litigation and Contract History | (Section 9.4) | _____ |
| f. Conflicts | (Section 9.5) | _____ |
| g. Affirmations and Certifications | (Section 9.6) | _____ |
| h. Exceptions and Assumptions | (Sections 6.6.4 and 6.6.5) | _____ |
| i. Corporate Guarantee | (Section 9.7) | _____ |
|
 | | |
| 2. Cost Proposal | (Article 10 and Exhibit K) | _____ |
| 3. HUB Subcontracting Plan | (Section 9.8 and Exhibit E) | _____ |

Electronic Copies to be provided (all clearly labeled as “copy”)

Two (2) Electronic copies on USB drive of complete response package to include the following:

- a. **Proposal and Respondent Information** in searchable PDF.
- b. **Cost Proposal** in searchable PDF.
- c. **HUB Subcontracting Plan**

ARTICLE 13. LIST OF EXHIBITS

EXHIBIT A – DSHS AFFIRMATIONS AND SOLICITATION ACCEPTANCE

EXHIBIT B – HHS UNIFORM TERMS AND CONDITIONS – VENDOR

EXHIBIT B-1 – HHS ADDITIONAL PROVISIONS

EXHIBIT C – DATA USE AGREEMENT BETWEEN THE TEXAS HHS SYSTEM AND CONTRACTOR

EXHIBIT C-1 – TEXAS HHS DUA ATTACHMENT 2, SECURITY AND PRIVACY INQUIRY

EXHIBIT D – EXCEPTIONS EXHIBIT E – HUB SUBCONTRACTING PLAN

EXHIBIT E – HUB SUBCONTRACTING PLAN

EXHIBIT F – ASSURANCES – NON-CONSTRUCTION PROGRAMS

EXHIBIT G – DELIVERABLES SCHEDULE AND BUDGET

EXHIBIT H – EVALUATION TOOL

EXHIBIT I – CERTIFICATION REGARDING LOBBYING

EXHIBIT J – SAMPLE WORK ORDER

EXHIBIT K – PRICING SHEET

EXHIBIT L – EXAMPLES OF WORK