



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

**Request for Proposals (RFP)
for
Conference Planning and Coordination Services**

Solicitation No.: HHS0009190

**Date of Release: September 30, 2020
Responses Due: October 21, 2020 at 2:00pm Central Time**

**NIGP Class/Item Codes:
915-23 Conference Coordinating and Planning Services
962-60 Party, Holiday, and Event Decorating and Planning Services**

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Texas Health and Human Services Commission (HHSC), will contract to provide an annual statewide comprehensive education and training conference to promote the integration of the behavioral health systems for Mental Health (MH), Substance Use Disorders (SUD), Recovery, Intellectual and Developmental Disabilities (IDD), and behavioral health/primary care. This education and training conference will be based on the latest research, technology, evidence-based and best practice approaches to support the effective implementation of programs across the State. HHSC seeks proposals from qualified respondents for conference planning and coordination for this education and training conference hereinafter known as “The Institute”.

To be considered for Award, Respondents must execute **Exhibit A, HHSC Affirmations and Solicitation Acceptance-Version 1.6** of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

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

1.2 DEFINITIONS

Refer to **Exhibit B, Health and Human Services (HHS) Uniform Terms and Conditions – Vendor, Version 3.0** and **Exhibit C, Health and Human Services (HHS) Additional Provisions- Version 1.0** 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 HHSC.

“**CEUs**” means Continuing Educations Units.

“**DIR**” means the Department of Information Resources.

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

“**The Institute**” is the Texas Behavioral Health Institute statewide comprehensive education and training conference.

“**Intellectual and Developmental Disabilities**” or “IDD” means an intellectual or developmental disability IDD includes many severe, chronic conditions that are due to mental and/or physical impairments.

“**LCDC**” means Licensed Chemical Dependency Counselor.

“**LPC**” means Licensed Professional Counselor.

“[LCSW](#)” means Licensed Clinical Social Worker.

“[Mental Health](#)” means an individual’s emotional, psychological and social well-being.

“[Substance Use and Misuse](#)” means the recurrent use of alcohol and/or substances causing clinically-significant impairment, including health problems, disability, and failure to meet major responsibilities at work, school, or home, and use in any way not directed by a doctor, including use without a prescription of one’s own; use in greater amounts, more often, or longer than told to take a drug; or use in any other way not directed by a doctor.

“[RN](#)” means registered nurse.

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

“[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.

“[Virtual](#)” means the ability to provide services carried out, accessed, or stored by means of an electronic device over a network.

1.3 AUTHORITY

HHSC is soliciting the services listed herein pursuant to U.S. Consolidated Appropriations Act, 2018, H.R. 1625, Public Law No. 115-141; Texas Government Code Sections 531.039, Contracts, and 2156.121, Use of Competitive Sealed Proposals; and Texas Health and Safety Code Sections 1001.072, General Powers and Duties of [DSHS] Related to Mental Health, and 1001.073, General Powers and Duties of [DSHS] related to Substance Abuse.

ARTICLE II. SCOPE OF WORK

2.1 GOAL OF THE INSTITUTE

The goal of The Institute is to provide education and training that addresses the changing needs of a variety of populations within the Texas behavioral health system that includes multiple State agencies, private providers, clinicians, caregivers, and community stakeholders. The Contractor will accomplish the goal of The Institute by utilizing timely and pertinent speakers and presenters, breakout sessions and panels to include CEUs, exhibitors, and updating the current website for marketing, information, and registration.

2.2 TARGET POPULATIONS

Target population is all HHSC-funded providers and staff, along with private providers, clinicians, caregivers, and community stakeholders.

2.3 SCOPE OF WORK

The Contractor shall provide all necessary labor, materials, supplies, equipment, and services to perform the work set forth below for The Institute during the State's fiscal year

(September 1 to August 31). The Contractor shall directly deliver or subcontract to deliver all services for The Institute to be held annually, beginning in Summer 2021 and continuing through the life of the Contract. HHSC preference is to have a physical conference. A virtual conference option is identified in the event that a physical conference is not feasible. The work required for either a physical or virtual conference shall include, but is not limited to the following twelve (12) tasks:

A. Task 1 – Conference environment.

Contractor shall;

1. Collaborate with HHSC on a location, within the State of Texas, for the venue.
2. As necessary, negotiate and secure a physical venue or virtual host site for The Institute.
3. Ensure venue or hosting site meets HHSC requirements of all tasks listed in **Section 2.3 Scope of Work**. Assume all financial responsibility for the venue contract or virtual host site.
4. If a venue is contracted:
 - a. Make timely payment(s) to the venue for conference space, audio/visual equipment, computer equipment, internet access, and any other conference items, prior to completion of the final conference report to HHSC.
 - b. If no onsite security is available through the secured venue, Contractor shall procure and pay security for the day(s) of the conference. Number and type of security personnel shall be commercially reasonable relative to the size of the venue, number of attendees and security risk.
 - c. Contract/sign hotel courtesy block agreements as authorized by current General Services Administrative (“GSA”) hotel night rates no later than 90 calendar days prior to the conference. <https://www.gsa.gov/>.
 - d. Provide coffee and beverage refreshment service at a minimum throughout each day of the conference. A breakfast and lunch option is preferred.
 - e. Prepare registration packets for distribution at the conference including brochures, nametags, and other materials as requested by HHSC.
5. If a virtual conference is required:
 - a. HHSC and Contractor will negotiate viability of holding a virtual conference.
 - b. Contractor will submit a workplan that includes detailed information of hosting a virtual conference.
 - c. Minimum requirements for a virtual conference include: securing a virtual delivery platform with adequate space/breakout capabilities, hosting the virtual sessions, trouble-shooting virtual platform issues,

managing all other logistical elements of a virtual conference, and the ability for attendees to obtain CEU's.

7. Develop printed or online evaluations of speakers/presenters and overall conference satisfaction surveys ninety (90) days prior of conference event for HHSC review.

B. Task 2 - Website.

Contractor shall;

1. Use the domain name, texinstitute.com. HHSC will retain ownership of the domain name.
2. Secure a web host site under Contractor's name.
3. Collaborate with HHSC to request exemption from the Department of Information Resources (DIR) for State-controlled host site.
4. Abide by decision of DIR after HHSC submits exemption request for Contractor-maintained host site. DIR may deny exemption requiring Contractor to perform work through a State-controlled host site.
5. Secure the website with current security and controls procedures to ensure website, data, and data transport are protected and utilize up-to-date security certificate.
6. Ensure use of responsive design to construct website to enable mobile and desktop use.
7. Ensure website functions on the current and the two prior releases of all commonly used browsers, such as Google Chrome, Safari and Internet Explorer.
8. Provide HHSC with web host site information to allow HHSC to revise the domain name setting, texinstitute.com, to Contractor's host site, if applicable.
9. Coordinate with HHSC to ensure the website adheres to HHSC branding and accessibility standards. HHSC will provide Contractor with HHSC branding and accessibility standards upon contract execution.
10. Collaborate with HHSC to build website to reflect:
 - a. Home page – general information page;
 - b. Location page – map to Institute location and hotel(s) either booked by Contractor or nearby or access information to virtual conference;
 - c. Schedule page – daily itinerary of The Institute;
 - d. Speaker page – Speaker/Presenter biographies and presentations;
 - e. Exhibits – Exhibitors for The Institute;
 - f. Registration page – register and pay for conference; and
 - g. Other pages as agreed upon between HHSC and Contractor
11. Make website available to HHSC throughout the development of the project to ensure all standards are being met. HHSC will provide or approve graphics as needed.

12. Manage online registration and confirmations.
13. Coordinate with HHSC to ensure multiple payment options are available on the website for registration fees such as credit cards, vouchers, pay in person, etc.
14. Display toll-free telephone number on the website's home page as indicated in **Subsection C** below.
15. Open the website to the public at least 90 calendar days prior to conference date.
16. Update the website as needed to display current information or, at the request of HHSC, to ensure complete and current information.
17. Maintain the website to include any activities (recorded conferences, videos, conference materials, evaluations, etc.) for the duration of the Contract.

C. Task 3 – Toll-free Telephone.

Contractor shall;

1. Obtain and maintain a toll-free telephone number associated with The Institute and registration confirmation within 90 calendar days after start of Contract.
2. Promote, and manage the toll-free telephone number.
3. Operate the toll-free telephone number during normal business hours (8:00 AM-5:00 PM, Central Time, Monday through Friday) to provide information on upcoming Institute events, website and registration information.
4. Ensure conference attendees can confirm registration by telephone as necessary.

D. Task 4 – Speakers/Presenters.

Contractor shall;

1. Contact, negotiate, and contract with speakers/presenters relevant to The Institute.
 - a. Attend workgroups with HHSC staff to determine potential topics, speakers/presenters for The Institute.
 - b. Develop and submit to HHSC the list of qualified speakers/presenters relevant to The Institute 180 calendar days prior to the conference.
 - c. Contact HHSC-approved speakers and presenters to negotiate fees for the conference, and secure permissions or conditions for any post-conference distribution (transcript, video, presentation materials, or white paper(s) as negotiated with each speaker/presenter).
 - d. Submit the final list of speakers with topics to HHSC for approval before contracts are signed.

- e. Obtain an electronic copy of speakers'/presenters' final presentation and materials a minimum of 30 calendar days prior to the conference for HHSC workgroup approval, printing and distribution to participants on the first day of The Institute.
- f. Pay speakers/presenters within 30 calendar days after the conference ends.

E. Task 5 – Exhibit Space.

Contractor shall;

- 1. Contact and provide exhibitor rules, costs, and information about the exhibit booths to potential exhibitors to purchase exhibit space for The Institute.
- 2. Attend all scheduled HHSC workgroups to identify conference-related exhibitors.
- 3. Organize and assign exhibit space.
- 4. Provide a list of exhibitors to HHSC at least 30 calendar days prior to the conference.
- 5. In the event of a virtual conference, Contractor will present HHSC with a plan for Exhibitors Space within thirty (30) calendar days of notification by HHSC to Contractor.

F. Task 6 – CEUs.

Contractor shall:

- 1. Fulfill all aspects and requirements related to securing and issuing of CEUs. Contractor will work with HHSC to identify CEUs and associated certifying boards.
- 2. Complete and submit all required documents to the appropriate certifying boards of attendees for review and approval within 30 calendar days after conference ends.
- 3. Develop evaluation methods for the conference and for speaker's content that allows the participant to evaluate the speaker and logistics associated with each training session.
 - a. Conduct and document participant evaluations to evaluate the training entity, processes, and the effectiveness of the trainings conducted; and
 - b. Maintain a log of all completed courses on file for HHSC to review.
- 4. Pay fees for CEUs for designated professional groups, as required by the certifying boards.
- 5. Develop and operate a system for verifying participant's attendance at the conference and completion of CEU requirements for obtaining CEU certificate.
- 6. Prepare and distribute CEU certificates to qualified attendees within 90 calendar days after the conference ends.

7. Submit a CEU report to HHSC and certifying boards with the names of participants that attended The Institute and received CEUs within 90 calendar days of end of the conference.
8. Maintain all CEUs and documentation for license requirements in accordance with applicable CEU retention timelines.

G. Task 7 – Advertising.

Contractor shall;

1. Attend all scheduled HHSC workgroups to identify prospective attendees and target populations.
2. Be responsible for advertising The Institute to prospective attendees and target populations.

H. Task 8 – Registration activities.

Contractor shall;

1. Collaborate with HHSC on conference registration fee.
2. Manage registration activities and attendee data for The Institute.
3. Maintain a database of attendees, speakers/presenters, and exhibitors for the event on the HHSC website.
4. Receive and confirm payment for attendees.
5. Provide weekly reports to HHSC, beginning 60 calendar days prior to the conference, that, at a minimum, include the total number of registrants for each workshop (paid and unpaid listed separately) and the total number of conference registrants.
6. Provide a full refund to pre-paid attendees upon conference cancellation within 30 calendar days of HHSC's notification of cancellation of Institute event.
7. At the sole cost and expense of Contractor, provide a full refund to pre-paid attendees cancelling attendance within 10 calendar days of event.

I. Task 9 –Written materials.

Contractor shall;

1. Design, create, and print brochures, agendas, handouts, or other materials relevant to conferences.
2. Submit all printed and/or electronic materials to HHSC for approval at least 90 calendar days before the conference start date.
3. Provide limited on-site copying to be used on an emergency basis (e.g. meeting room or agenda changes). On-site copying must not include copies for speaker handouts, presentations, or white paper(s).
4. In the event of a virtual conference, provide electronic access to conference materials to attendees.

J. Task 10 – Conference management.

Contractor shall;

1. Manage activities and/or services during the conference.
2. Train adequate number of conference staff to manage the conference activities to include a minimum of two (2) audio visual technicians.
3. Provide conference staff members to:
 - a. Manage the registration desk;
 - b. Coordinate exhibitors and booths;
 - c. Monitor and ensure number of participants does not exceed the capacity of the rooms;
 - d. Monitor the number of handouts and evaluation surveys for number of participants in each room;
 - e. Perform pre-and post-conference set-up and dismantling.
4. Provide an evaluation to attendees for each presenter at conclusion of each breakout session.
5. Manage any logistical issues that may arise.
6. Coordinate the facility arrangements including main conference and breakout room set-ups and assignments, audio/visual equipment, computer equipment, internet access, and any other necessities relating to the facility and speaker's specifications.
7. Secure on-site copying for limited conference needs.
8. Provide an on-line comprehensive conference evaluation to all the attendees within three (3) calendar days of the conclusion of The Institute.

K. Task 11 – Deliverables.

Contractor shall provide the following deliverables:

1. Participate in monthly conference calls with HHSC to provide conference planning progress reports.
2. Prepare and submit quarterly reports, due the 15th of the month following end of quarter.
 - a. Contractor will submit an expenditure report, that includes but is not limited to cumulative actual expenses incurred, revenues generated, and actual hours worked.
 - b. Develop and submit a Project Schedule to HHSC. The project schedule report should include, at minimum, the following:
 - i. Financial accounting of conference expenses (budgeted versus actual expenditures).
 - ii. Detailed invoice, including copies of receipts, and
 - iii. Institute schedule of events.
3. Submit a post-conference report within 30 calendar days of conference end and provide a final budget including, but not limited to:

- a. Final number of attendees and licenses of attendees;
- b. Final number and names of all presenters/speakers;
- c. Final evaluation of the Institute from attendees;
- d. Financial closeout of The Institute project for the fiscal year.

L. Task 12 – Post-Conference.

Contractor shall:

1. Arrange a post-conference summary meeting within 30 calendar days after the conference to discuss reports and performance evaluation. HHSC will provide an evaluation of Contractor services and performance of event 60 calendar days following the completion of each Institute. Performance will be rated in the following categories:
 - a. Cost:
 - i. Value for the cost of services; and
 - ii. Ability to stand behind pricing proposed in Cost Proposal without add-ons.
 - b. Customer Service:
 - i. Professionalism, friendliness, and flexibility;
 - ii. Ability to resolve HHSC concerns and questions based on the timeline and deadlines of event as agreed upon by both HHSC and vendor pre-conference;
 - iii. Demonstrated commitment to satisfy HHSC needs; and
 - iv. Ability to provide a single point of contact throughout The Institute.
 - c. Deliverables:
 - i. Quarterly status reports; and
 - ii. The Institute
 - d. Expertise:
 - i. Satisfaction level of the execution of The Institute;
 - ii. Demonstrated creativity and ability to develop effective breakthrough ideas including the use of technology when appropriate; and
 - iii. Skill and ability in managing unanticipated events and situations that require a change in direction, focus, or timing.

2.4 CONTRACT AWARD, TERM AND AMOUNT

2.4.1 Contract Award and Execution

HHSC intends to award **one (1) contract** as a result of this Solicitation, any award is contingent upon approval of the Executive Commissioner or their designee.

HHSC will not provide funds for this Contract. Estimated first year average attendance is 350 and is expected to increase over the period of contract.

If, for any reason, a final Contract cannot be executed with a Respondent selected for award within thirty (30) calendar days of HHSC determination to seek to contract with that Respondent, HHSC may negotiate a Contract with the next highest scoring Respondent or may withdraw, modify, or partially award this Solicitation.

2.4.2 Contract Term

HHSC anticipates that the initial term of any Contract awarded through this procurement will be five (5) years unless sooner terminated or extended. System Agency, at its sole discretion, may extend this Contract beyond five (5) years as necessary to address immediate operational or service delivery needs, to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interests of the State. If the resulting Contract does not include a defined option period, the extension is limited to one year.

2.4.3 Contract Amount

This is a zero dollar (\$0.00) Contract. All Contractor revenue shall be through sales of The Institute attendee registration fees and booth/exhibit sales. No funds will be remitted to the Contractor by System Agency under the Contract for any purpose.

2.5 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

HHSC makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation.

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

2.6 GOVERNMENTAL ENTITIES

The selected Respondent shall be bound to specific terms and conditions found in **Exhibit B, Health and Human Services (HHS) Uniform Terms and Conditions – Vendor, Version 3.0** and **Exhibit C, Health and Human Services (HHS) Additional Provisions-Version 1.0**. 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, HHSC 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

EVENT	DATE/TIME
Solicitation Release Date	September 30, 2020
Deadline for Submitting Questions	October 7, 2020 at 5:00 PM Central Time
Tentative Date Responses to Questions Posted on ESBD	October 14, 2020
Deadline for Submission of Solicitation Responses NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.	October 21, 2020 at 2:00 PM Central Time
Anticipated Notice of Award	December 2020
Anticipated Contract Start Date	December 2020

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](#).

3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

HHSC 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 HHSC. Any such revisions will be posted as addenda 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 Sole Point of Contact listed in **Section 3.5.1, Sole Point of Contact** as soon as possible so corrective addenda may be furnished to prospective Respondents.

3.4 INFORMALITIES

HHSC reserves the right to waive minor informalities in a Solicitation Response if it is in the best interest of HHSC. A "minor informality" is an omission or error that, in HHSC 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 Sole Point of Contact

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

Lauren Contreras, CTCD
Lauren.Contreras02@HHS.Texas.Gov

3.5.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in **Section 3.5.4, Questions** and **3.5.5, Clarification** below, HHSC, 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 HHSC-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.**

3.5.3 Exception to Sole Point of Contact

The only exceptions to the Sole Point of Contact are, if expressly directed by the Sole Point of Contact, another designated System Agency representative, e.g., during Contract negotiations, if any.

3.5.4 Questions

HHSC will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing by email to the Sole 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 Sole Point of Contact by the deadline set forth in Section 3.1, Schedule of

Events. Please provide company name, address, phone number, e-mail address, and name of contact person when submitting questions.

3.5.5 Clarification

Respondents must notify the Sole 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 Sole 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 HHSC 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 will be posted on the [ESBD](#). HHSC 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](#). HHSC also reserves the right to provide a single consolidated response to all similar questions they choose to answer in any manner at HHSC's sole discretion.

3.6 SOLICITATION RESPONSE COMPOSITION

3.6.1 Generally

A. Submission Option #1: Respondent shall submit the following on two USB drives—one (1) labeled “Original” and one (1) labeled “Copy”—to the address listed in **Section 3.7.3 Delivery**:

1. Each USB must contain one file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF).
2. In accordance with **Section 8.1.5**, each USB must contain one file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.
3. Each USB must contain one file named “Cost Proposal” that contains the Respondent’s Cost Proposal

B. Submission Option #2: Respondent shall submit the following through the Online Bid Room utilizing the procedures in **Exhibit F, HHS Online Bid Room**:

1. One file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF).
2. In accordance with **Section 8.1.5**, one file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.
3. One file named “Cost Proposal” that contains the Respondent’s Cost Proposal in a searchable PDF.

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 sole discretion, may reject any and all proposals or portions thereof.

3.6.2 Page Limit and Supporting Documentation

The Project Workplan and Technical Proposal should not exceed a combined total of thirty (30) pages in length, not including appendices or attachments, and should be formatted as follows: 8 ½" x 11" paper and 12 pitch font size. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the Solicitation Response, with specific reference made to the file, page, section, and/or paragraph where the supporting information can be found.

3.6.3 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," HHSC may reject the Solicitation Response or select a copy to be used as the original.

3.6.4 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 3.5.4, Questions**. Any exception included in a Solicitation Response may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Solicitation Response, Respondent is required to use the Exceptions Form included as **Exhibit D, Exceptions Form** 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, Exceptions Form** may be rejected without consideration.

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

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.**

3.6.5 Assumptions

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

3.7 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.7.1 Deadline

Solicitation Responses must be received at the address in **Section 3.7.3, Delivery** and be time-stamped by HHSC no later than the date and time specified in **Section 3.1, Schedule of Events**.

3.7.2 Labeling

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

SOLICITATION NO: **HH0009190**
SOLICITATION NAME: **Conference Planning and Coordination Services**
SOLICITATION RESPONSE DEADLINE: **October 21, 2020 by 2:00PM Central Time**
PURCHASER NAME: **Lauren Contreras, CTCD**
RESPONDENT NAME: _____

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. The System Agency will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's proposal.

3.7.3 Delivery

Respondent must deliver Solicitation Responses using the Online Bid Room method described in **Section 3.6.1, subsection B** or 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 (PCS) Bid Room Attn: Lauren Contreras 1100 West 49th Street; Mail Code 2020 Building S Austin, TX 78756	HHSC Procurement and Contracting Services (PCS) Bid Room Attn: Lauren Contreras 1100 West 49th Street; Mail Code 2020 Building S Austin, TX 78756	HHSC Procurement and Contracting Services (PCS) Bid Room Attn: Lauren Contreras 1100 West 49th Street; Mail Code 2020 Building S Austin, TX 78756

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 Response submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting an email request to the contact identified in **Section 3.5.1, Sole Point of Contact**; or (2) modify its Solicitation Response by submitting an electronic amendment response to the contact identified in **Section 3.5.1, Sole Point of Contact**. HHSC 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 Texas Government Code 2155.074. HHSC shall not be obligated to accept the lowest priced Solicitation Response but shall make an award to the Respondent that provides the best value to the State of Texas, see also **Section 4.1.3, Specific Criteria** for the factors other than price use to determine the best value to the State of Texas for this RFP.

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 HHSC.

- A. Respondents must have demonstrated a minimum of three (3) years of experience in training coordination, and experience in subcontracting trainers, speakers and consultants for events of similar size and scope of that described in this Solicitation.

- B. Respondent must be authorized to do business in the State of Texas;
- C. 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; and
- D. Respondents must be financially solvent and adequately capitalized.

4.1.3 Specific Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the following, see also **Exhibit G, Evaluation Tool**:

- A. Executive Summary (5%)
- B. Company Information (20%)
- C. Project Workplan (35%)
- D. Cost Proposal (25%)
- E. Technical Proposal (15%)

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

HHSC will perform an initial screening of all Solicitation Responses received. Unsigned Solicitation Responses, and Solicitation Responses that do not meet **Section 4.1.2, Minimum Qualifications** above and/or do not include all required forms and information may be subject to rejection without further evaluation.

4.3 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY

HHSC reserves the right to ask questions or request clarification from any Respondent at any time during the Solicitation process.

ARTICLE V. NARRATIVE AND TECHNICAL PROPOSALS

5.1 NARRATIVE PROPOSAL

5.1.1 Executive Summary

Using **Form A, Executive Summary** Respondent shall provide a narrative of the understanding of the goal of The Institute as outlined in **Section 2.1, Goal of The Institute**.

5.1.2 Project Workplan

Using **Form B, Project Workplan** Respondent shall identify all tasks (Tasks 1-12) in **Article II, Scope of Work** to be performed and describe the proposed processes and methodologies to be used to complete the tasks, including all project activities, materials and other products, services and reports to be generated during

the Contract period and relate these items to the stated purposes and specifications described in this Solicitation.

Respondent shall create and provide a project schedule with work breakdown structure to meet all of the tasks described in **Article II, Scope of Work**. Detail all Subcontractor services performing fifteen percent (15%) or more of this Contract.

5.2 TECHNICAL PROPOSAL

Using **Form C, Technical Proposal** Respondent shall provide a detailed description of the proposed technical solutions, which must support all business activities and requirements described in **Section 2.3, Scope of Work, Tasks 1, 2, 6, 8 and 10**. The Technical Proposal must reflect a clear understanding of the work to be undertaken for the website, web host, security, and data management.

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

5.2.1 Website Administration and Maintenance

Detail the Respondent's approach to administering the database management, public-facing website and payment system. Detail the proposed technical environment to include processing, storage, backup, and disaster recovery. What security will be provided for the website and data transfer security. Who will perform the website design and maintenance (internal or contracted)? How will data be managed to allow HHSC access to data or will Respondent provide reporting on demand?

5.2.2 Performance Monitoring and Management

Describe the Respondent's proposed methodology for monitoring and reporting performance. Provide details on monitoring and reporting uptime and issues with processing registration, CEU management, payment processing, and data retention.

5.2.3 Virtual Conference

Provide a detailed proposal to include securing a virtual delivery platform with adequate space/breakout capabilities, hosting the virtual sessions, trouble-shooting virtual platform issues, and managing all other logistical elements of a virtual conference

ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 COMPANY INFORMATION

Respondent must provide satisfactory evidence of the 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, Administrative Information**, Respondent must include in its Solicitation response a

complete **Form D, Company Information** providing the following information and including attachments as necessary:

6.1.1 Company Profile

Provide a company profile to include:

- A. The name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation;
- B. The location of company headquarters and any field office(s) that may provide services for any resulting Contract under this Solicitation;
- C. 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;
- D. The number of years that the Respondent has been providing conference planning services.
- E. 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 Secretary of State to do business in Texas must be provided as well.

6.1.2 Company Narrative

Respondent shall provide a brief history of the company, how it is organized, and how its available products and resources will be used to meet HHSC's requirements within this Solicitation. Respondent must describe its corporate background as it relates to projects similar in scope and complexity to the project described in this Solicitation. If the Respondent proposes to use subcontractor(s), it must describe any existing ongoing relationships with such subcontractor(s), including project descriptions.

6.1.3 Company Ownership Structure and Experience

- A. Respondent shall detail 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. Respondent shall detail a minimum of three (3) years of experience in training coordination, and experience subcontracting trainers, speakers and consultants for events of similar size and scope of that described in this Solicitation.

6.1.4 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. 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.

6.2 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. This shall be submitted within **Form B, Project Workplan**.

6.3 LITIGATION AND CONTRACT HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures using **Form E, Entity Information, Conflicts and Contract and Litigation History** and provide all information requested on the form. 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 into in the last five (5) years related to alleged contractual failures.

Failure to comply with the terms of this section 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 in **Form E, Entity Information, Conflicts and Contract and Litigation History** that it does not have any personal or business interests that present a conflict of interest with respect to the Solicitation 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.

HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the Contract. Conflicts of interest examples are listed in **Form E, Entity Information, Conflicts and Contract and Litigation History**. 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 Section 2252.908 of the Texas Government Code, a successful Respondent awarded a Contract with a value of at least \$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 HHSC at the time the business entity submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website and additional instructions will be given by HHSC to successful Respondents.

6.5 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return **Exhibit A, HHSC Affirmations and Solicitation Acceptance-Version 1.6**.

6.6 FINANCIAL CAPACITY AND ANNUAL REPORT INFORMATION

Respondent shall demonstrate financial solvency and adequate capital by providing:

- a) Last three (3) years of audited financial statements;
- b) If applicable, last three (3) years of consolidated statements for any holding companies or affiliates;
- c) An un-audited financial statement of the most recent quarter of operation; and
- d) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

Respondent must include in its Solicitation response a complete disclosure of annual reports in **Form F- Financial Capacity and Annual Report Information**.

6.6.1 Dun and Bradstreet Report

Respondents with a Dun and Bradstreet number must include a Comprehensive Insight Plus Report, Business Information Report or Credit eValuator Report with **Form F- Financial Capacity and Annual Report Information**.

6.7 CORPORATE GUARANTEE

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

6.8 HUB SUBCONTRACTING PLAN

Respondents are not required to submit a HUB Subcontracting Plan with their proposals.

ARTICLE VII. COST PROPOSAL

7.1 COST PROPOSAL

As noted above in **Section 3.6 Solicitation Response Composition**, 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**. Cost for booths and exhibits shall also be submitted with break-even number of booths and exhibits. Using **Form G, Cost Proposal** Respondents shall break down cost proposal in the following categories:

- A. Task 1 -Conference environment costs;
- B. Task 2 -Website costs;
- C. Task 3 -Toll-free telephone costs;
- D. Task 4 -Speaker/Presenter costs;
- E. Task 5 -Exhibit space costs;
- F. Task 6 -Costs associated with providing CEUs;
- G. Task 7 - Advertising costs;
- H. Task 8 -Registration activities costs
- I. Task 9 - Written materials costs;
- J. Task 10-Conference management costs;
- K. Task 11 -Deliverables (to include conference reporting to HHSC);
- L. Task 12 -Post conference evaluation costs; and
- M. Projected revenue above cost.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Amendment

HHSC 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 240 calendar 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 HHSC.

8.1.3 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by a

Respondent in the preparation of a response to this Solicitation. HHSC is not liable for any costs incurred by a Respondent 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

HHSC 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 - Respondent Requirements Regarding Disclosure

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

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

A. Mark Original Proposal:

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

B. Certify in Original Proposal – HHSC Affirmations and Solicitation Acceptance - Version 1.6 (attached as Exhibit A to this Solicitation):

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

C. Submit Public Information Act Copy of Proposal:

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

1. The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
2. Each portion Respondent claims is exempt from public disclosure must be redacted (blacked out); and
3. Respondent must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (C) of this section must be identical to those set forth in the Original Proposal as required in Subsection (A)(2), above. The only difference in required markings and information between the Original Proposal and the “Public Information Act Copy” of the proposal will be redactions - which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Proposal.

By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Proposal, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Respondent’s proposal will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the System Agency’s public website, and posted on the Legislative Budget Board’s public website.

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

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

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

The System Agency will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this solicitation process, Respondent acknowledges that all information, documentation, and other materials submitted in the proposal in response to this Solicitation may be subject to public disclosure under the PIA. The System Agency does not have authority to

agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. The System Agency assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

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

8.1.6 Respondent Waiver – Intellectual Property

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

8.2 INSURANCE

8.2.1 Required Coverage

A. General Insurance Requirements

1. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract. The insurance shall be evidenced by delivery to System Agency of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, System Agency, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements.
2. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to System Agency.
3. Contractor shall provide and maintain all insurance coverage with the minimum amounts described throughout the life of the Contract.
4. Failure to maintain insurance coverage, as required, is grounds for suspension of work for cause.

5. Failure of System Agency to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of System Agency to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
 6. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to System Agency in the Contract.
 7. The insurance coverage and limits established below shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.
 8. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to System Agency.
- B. Policies must include the following clauses, as applicable:
1. This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) calendar days written notice has been given to System Agency.
 2. It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by System Agency for liability arising out of operations under the Contract with System Agency. Texas Health and Human Services Commission, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with System Agency. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.
 3. A waiver of subrogation in favor of Texas Health and Human Services Commission shall be provided in all policies.
 4. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above.
 5. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus seven (7) years and shall have the responsibility of enforcing these insurance

requirements among its Subcontractors. System Agency shall be entitled, upon request and without expense, to receive copies of these certificates.

C. Specific Insurance Coverage Required.

1. Commercial General Liability Insurance. Including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:

\$1,000,000 per occurrence;

\$2,000,000 general aggregate;

\$5,000 Medical Expense each person;

\$1,000,000 Personal Injury and Advertising Liability;

\$2,000,000 products and completed operations aggregate;

\$50,000 Damage to Premises Rented to You; and

Coverage shall be on an "occurrence" basis.

The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent. The term "You" as referenced in this subsection means the Contractor.

2. Cyber/Privacy Liability Insurance Policy. Contractor shall provide Cyber/Privacy Liability Insurance to cover risk of loss to electronic data. The policy must include coverage for electronic vandalism to electronic data, including coverage for a third party's willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.

Cyber Liability Insurance \$1,000,000 Claim/\$1,000,000 Aggregate.

8.2.2 Alternative Insurability

Notwithstanding the preceding, HHSC 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 HHSC alternative methods of insuring the Contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. HHSC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

8.3 PROTEST

If a Respondent wishes to file a protest they may do so in accordance with the rules published by HHSC in the [Texas Administrative Code, Title 1, Part 15, Chapter 391, Subchapter D, Protests.](#)

ARTICLE IX. SUBMISSION CHECKLIST

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

Complete Solicitation Response Package

The Solicitation Package must include the Solicitation Response in one of the approved submission methods identified in **Section 3.6**.

1. Respondent Information

- A. Form D, Company Information
- B. Form E, Entity Information, Conflicts and Contract and Litigation History
- C. Form F, Financial Capacity and Annual Report Information

2. Narrative and Technical Proposal Forms

- A. Form A, Executive Summary
- B. Form B, Project Workplan
- C. Form C, Technical Proposal

3. Applicable Exhibits

- A. Exhibit A, HHSC Affirmations and Solicitation Acceptance-Version 1.6
- B. Exhibit D, Exceptions Form (if applicable)
- C. Exhibit E, Assumptions Form (if applicable)

4. Cost Proposal

- A. Form G, Cost Proposal

ARTICLE X. LIST OF EXHIBITS AND FORMS

Exhibit A- HHSC Affirmations and Solicitation Acceptance- Version 1.6

Exhibit B- Health and Human Services (HHS) Uniform Terms and Conditions - Vendor Version 3.0

Exhibit C- Health and Human Services (HHS) Additional Provisions- Version 1.0

Exhibit D- Exceptions Form

Exhibit E- Assumptions Form

Exhibit F- Online Bid Room Instructions

Exhibit G- Evaluation Tool

Exhibit H- Signature Document-Vendor Version 2.15

Form A- Executive Summary

Form B- Project Workplan

Form C- Technical Proposal

Form D- Company Information

Form E- Entity Information, Conflicts and Contract and Litigation History

Form F- Financial Capacity and Annual Report Information

Form G- Cost Proposal