



# TEXAS

## Health and Human Services

**Phil Wilson, Acting Executive Commissioner**

**Request for Proposals (RFP)  
for  
Public Awareness, Education, and Communication Services  
And  
Marketing Research and Evaluation Services**

**RFP No. HHS0007283**

**Date of Release: 04/28/2020  
Responses Due: 05/29/2020 2:00 PM Central Time**

**NIGP Class/Items Codes:**

915-00 Communications and Media Related Services  
918-12 Analytical Predictive Studies and Surveys Consulting  
\*952-77 Research and Evaluation, Human Services, Including Productivity Audits  
\*958-84 Social Media Management Services  
\*961-53 Marketing Service, Including Distribution, Public Opinion Surveys, Research, Sales Promotions, etc.

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

### **1.1 EXECUTIVE SUMMARY**

The State of Texas, by and through the Texas Health and Human Services Commission (HHSC or System Agency), seeks to award Master Contracts for 1) public awareness, education, and communication services and/or 2) marketing research and evaluation services in accordance with the specifications contained in this Request for Proposals (RFP). The intent of this RFP is to award and identify a pool of contractors who can provide these services. Awarded contractors will be issued a Master Contract under this RFP. Contracts are to be used on an “as needed basis” by one of the Health and Human Services agencies: HHSC and Department of State Health Services (DSHS) (collectively, the System Agency). Selected Contractors are not guaranteed work except as awarded through the Work Order process that is defined within the RFP.

Selected Respondents are to be marketing research or advertising firms that have a range of capabilities and can provide all services detailed in this RFP under one opportunity or the other or both opportunities. Responses to this RFP should describe the capabilities and experience of the Respondents to provide the services listed in the RFP.

This RFP includes the following two (2) opportunities:

- 1) public awareness, education, and communication services and/or;
- 2) market research and evaluation services for the System Agency campaigns.

Eligible Respondents may apply for one or more than one of the opportunities. Respondent must complete **Form A, Application Summary**, to identify opportunities applied for.

The awarded pool of Contractors from this RFP will have opportunities to submit responses for work for System Agency Work Order requests. This RFP does not contain the individual campaign or research needs for the System Agency at this time. The need will be issued through subsequent Work Orders that will include a statement of work, which may be limited to specialized services, or a broader range of services that may be offered by the marketing/advertising firm. The Work Order process is further defined within the RFP. System Agency will issue approximately twelve work orders each fiscal year to the vendor pool.

Please note, successful Respondents can report post-campaign analytics and matrices for campaigns they are awarded. However, to avoid any real or perceived appearance of impropriety, after a campaign ends, and there is a new Work Order to evaluate the campaign, the same vendor who originally implemented the campaign cannot contractually evaluate that campaign’s effectiveness.

To be considered for award, Respondents must execute **Exhibit A, HHSC Affirmations and Solicitation Acceptance** and **Exhibit B, DSHS Affirmations and Solicitation**

**Acceptance** of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

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

## 1.2 DEFINITIONS

Refer to **Exhibit C, HHSC Uniform Terms and Conditions**, and **Exhibit D, HHS Additional Provisions**, for additional definitions.

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

**"Department of State Health Services" or "DSHS"** means the agency created under Title 2, Subtitle A, of the Texas Health and Safety Code

**"ESBD"** means the Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over \$25,000 are posted. The ESBD may currently be accessed at <http://esbd.cpa.state.tx.us/>

**"Health and Human Services Commission" or "HHSC"** means the administrative agency established under Chapter 531, Texas Government Code or its designee.

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

**"HUB"** means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

**"HUB subcontracting plan" or "HSP"** means written documentation regarding the use of sub-contractors, 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.

**"Indefinite Delivery/Indefinite Quantity or IDIQ"** is a contract that provides for an indefinite quantity of supplies or services during a fixed period of time.

**"Master Contract"** is a contract awarded under this Solicitation, under which Work Orders are potentially awarded.

**"Program"** is the department of the System Agency responsible for the specific public awareness, education, and communication campaign or specific market research and evaluation services request awarded under a Work Order from this Solicitation.

**"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.

"System Agency" means HHSC/DSHS, its officers, employees or authorized agents.

### **1.3 AUTHORITY**

The System Agency is soliciting the services listed herein under Section 2155.131 of the Texas Government Code.

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

### **2.1 DESCRIPTION OF SERVICES**

Successful Respondents will provide the following requirements and deliverables for the System Agency during the term of the Master Contract. Respondent must be able to perform all requirements for each opportunity applied for, and may apply for opportunity #1, opportunity #2, or both opportunities, and may subcontract activities

#### **2.1.1 Opportunity #1: Public Awareness, Education, and Communication Requirements and Deliverables**

2.1.1.1 General Vendor Requirements: These are minimum requirements for vendors to be awarded a Master Contract. Contractor must be able to perform, or subcontract, requirements outlined below. Awarded Contractor is responsible for all requirements, regardless if some of the activities are subcontracted.

- A. Selected Respondents will need to follow the Work Order process described herein.
- B. Work within budget that is outlined in each Work Order. Manage accurate campaign budget accounting and invoices.
- C. Meet interim and final deadlines.
- D. Attend meetings as requested by the System Agency to discuss the campaign. Include research in developmental and evaluation processes.
- E. Provide all talent releases to the System Agency point of contact or designee before the start of any production using live talent. Obtain required releases from participants in all events.
- F. Communicate proactively and provide feedback to eliminate unexpected or unplanned changes and misinterpretations of the scope of work, deliverables, budget, and other requirements outlined in this RFP, the master contract, and the applicable Work Order for the duration of the campaign.
- G. Create campaign timelines to manage the delivery of campaign products.
- H. Manage subcontracting as needed to fulfill campaign goals, including the use of HUB contractors.
- I. Provide progress reports for each campaign. Reports will include measurable objectives at an agreed upon frequency, as determined by the System Agency at the time of the award of the Work Order.
- J. Provide budget reports for each campaign at an agreed frequency.

- K. Provide additional reports, as determined by the System Agency at the time of the award of the Work Order, depending on the nature of the campaign or the ordering agencies funding source requirements.
- L. Deliver a final report documenting the results of the work performed under the Work Order at the end of each campaign. Share results by campaign deliverables as determined by the System Agency at the time of the award of the Work Order, using industry-standard measurements for all media channels (when applicable).
- M. At the end of the Work Order period, deliver to the System Agency all final, raw and master files for all campaign elements, including video, web, and all related files and associated login credentials, stock and contracted photography files along with documentation of usage rights, as well as licenses for hardware, software, tools or other creative elements necessary for ongoing use of materials created for the campaign on compatible System Agency platforms, as set out by the System Agency at the time of the award of the Work Order.

2.1.1.2 Additional requirements and deliverables may include, but are not limited to, the following:

- A. Propose, develop, and execute public awareness campaigns that include strategic planning, production and implementation of multiple outreach materials and products, distribution strategies, and methods for measuring effectiveness.
- B. Provide expertise including qualitative and quantitative marketing research, and your approach to collecting data including, but not limited to, observation, in-depth interviews, moderated online and in-person focus groups, asynchronous bulletin board, field and action research, secondary research, ethnographic research, mobile market research, surveys, polls, and pre- and post-tests. This may include conducting formative research for, or post-campaign evaluation of marketing, education, or public-awareness campaigns. Note: This requirement is similar to opportunity #2; however, opportunity #2 is more expansive than this requirement.
- C. Provide research brand strategies, brand identity, positioning and tracking, trend analysis, behavioral change, target audience profiles/personas including multicultural, message testing, communication audits, social media strategies, and market segmentation. Note: This requirement is similar to opportunity #2; however, opportunity #2 is more expansive than this requirement.
- D. Develop, produce and distribute audience-centered creative materials. Materials should be research driven and tested, unless otherwise directed, follow the HHS Brand Guide, and be suited to fit the format of the media vehicle or distribution strategy. Respondent may provide actual printed materials and/or provide electronic files and System Agency will print, as designated in a specific Work Order. Work Orders solely for printing services are not authorized under this solicitation.

- E. Develop and implement a social media strategy that is research driven and suited for the campaign goals and target audience. Strategy may include but is not limited to: plan for social media campaign sustainability; support and guidance to stakeholders to ensure social media campaign success; social media campaign goals and progress reports; and development, implementation and monitoring of paid social media advertisements.
- F. Develop social media posts on agency-approved platforms including, but not limited to Twitter, Facebook, YouTube and Vimeo;
- G. Create a social media monitoring and response plan that includes after-hours activity monitoring as designated by the contracting the System Agency.
- H. Develop or obtain creative elements for the campaign including, but not limited to: social media materials and images; infographics, photography and music.
- I. Develop a strategic advertising plan including, but not limited to television and video-based advertising (including closed captioning), radio advertising and digital advertising (paid search as well as run-of-network or specific site advertising).
- J. Develop mobile advertising, including social media mobile advertising.
- K. Develop mobile apps and website development via Drupal (including interactive online tools), unless the Work Order identified a different platform.
- L. Develop print advertising.
- M. Develop out-of-home advertising, as a reimbursable expense (see Section 7.1 Cost Proposal) including, but not limited to: billboards, bus ads, movie theater ads, airport, transit panels, etc.
- N. Develop mobile apps.
- O. Develop e-learning materials and training courses.
- P. Develop direct mail and electronic communications (production of materials, fulfillment and distribution).
- Q. Develop print materials as a reimbursable expense (see Section 7.1 Cost Proposal) such as displays, brochures, push cards and posters.
- R. Provide search engine marketing and search engine optimization to increase the quantity and quality of traffic to a website through search engine results.
- S. Provide promotional items, as a reimbursable expense (see Section 7.1 Cost Proposal) including, but not limited to: branded office supplies, magnets, toys, household items, hats and t-shirts.
- T. Provide research-based media placement, earned media and purchasing services that include out-of-home, social media, television, radio, print, digital and

mobile mediums. This includes monitoring of media buys and metrics-based measurement of effectiveness.

- U. Provide influencer marketing, or blogger outreach, to create visibility and amplify messaging with influencers who are on social media or online and have established a substantial following on various social channels.
- V. Identify and recruit public and private collaborators, associations and influencers to help extend the outreach campaign in communities that is sustainable beyond a campaign funding period.
- W. Provide presentations and educational/informational events.
- X. Provide stakeholder outreach to community leaders and influencers including, but not limited to hospitals, universities, faith-based organizations, libraries and health departments.
- Y. Provide campaign-related news media relations support. The System Agency's media relations team must review and approve work prior to distribution.
- Z. Provide language services when the System Agency translations services office deems necessary. Requests for language services to be performed by an eligible contractor must be approved in writing by the System Agency's Office of Communication.
- AA. Provide copy that is appropriate for the medium, e.g., print, website, social media, media releases, e-mail, video script, banner, brochure and other deliverables. Copywriting must use correct grammar and spelling. Copy writing must also be written in plain language, have no errors, and include correct source reference and/or citation as appropriate. Copywriting must be consistent with The Associated Press Stylebook, The Gregg Reference Manual, and Webster's New World College Dictionary.
- BB. Show evidence and examples of meeting all target-audience language service requirements including, but not limited to, language translations, copywriting and visual- and hearing-impaired modifications as deemed appropriate by the contracting the System Agency. Evidence and examples of meeting this requirement in past projects completed by Vendor and how vendor will accomplish in current solicitation must be included in Vendor's proposal.
- CC. Provide event management including, but not limited to: talent acquisition, development event program and event materials.
- DD. Provide progress reports for each campaign. Reports will include measurable objectives at an agreed upon frequency, as determined by the System Agency at the time of the award of the Work Order.

## **2.1.2 Opportunity #2: Marketing Research and Evaluation Requirements and Deliverables**

2.1.2.1 Contractor must be able to perform or subcontract requirements outlined below. Awarded Contractor is responsible for all requirements, regardless if some of the activities are subcontracted. Minimum requirements and deliverables for successful Respondents providing market research and evaluation services may include, but are not limited to, the following:

- A. In general, successful Respondents will provide expertise to the System Agency Programs including qualitative and quantitative marketing research and evaluation services that meet industry standards and adhere to industry code of ethics or standards (for example, the [Marketing Research Association's Code of Marketing Research Standards](#)), as well as oversee the quality and timeliness of work performed by the successful Respondents' staff and subcontractors involved in any phase of the research process.
- B. Throughout the duration of the Master Contract, maintain proper accreditation or certifications such as Professional Researcher Certification (PRC) from the Marketing Research Association, and subsequent knowledge of and adherence to current marketing research industry standards.
- C. Offer a platform with methods that help identify the values and perceptions that underlie and influence audience behavior as well as provide strategies for communications.
- D. Conduct formative research for, or post-campaign evaluation of marketing, education or public-awareness campaigns.
- E. Conduct primary and secondary research.
- F. Conduct multi-lingual/multi-cultural audience research "competitor" analysis evaluation.
- G. Research brand strategies, brand identity, positioning and tracking, trend analysis, behavioral change, target audience profiles/personas, message testing, communication audits, social media strategies and market segmentation.
- H. Research attitudes, beliefs, preferences and behaviors on topics related to the mission of the System Agency for the purpose of developing public awareness and marketing campaigns.
- I. Assist Program in identifying and defining research needs and objectives, target audience(s), markets, and methods to reach target audiences and markets.
- J. Design and field quantitative and qualitative marketing research studies that include, but are not limited to, the following:

1. Focus groups (in-person, online, or asynchronous bulletin board), online surveys, secondary research, ethnographic research, a narrative, a phenomenological study, and grounded theory.
2. Moderated online panels, data analysis, and observational and mobile market research.
3. Biometric Market Research Techniques, including, but not limited to:
  - a. Prediction Markets;
  - b. Virtual Shopping;
  - c. Live Audience Response;
  - d. Online Collaboration Tools;
  - e. Social Media Market Research; and
  - f. Quick Response (QR) Code Surveys.
- K. Collect qualitative and quantitative research data including, but not limited to observation, in-depth interviews, focus groups, field and action research, surveys, polls, and pre- and post-tests.
- L. Design quantitative or qualitative methods most suitable to testing positioning, messaging or other marketing concepts, including selecting market(s) in which to conduct the study, screening and recruiting participants (either directly or through an outsource), conducting research, analyzing findings, and presenting findings to the ordering Program and its marketing System Agency.
- M. Prepare research applications for Programs for Institutional Review Boards (IRB), if required.
- N. Independently retrieve, interpret, analyze, evaluate, and report online and multichannel analytics.
- O. Hire and supervise all project-related subcontractors, as needed.
- P. Oversee and coordinate all research activities that are outsourced, such as: focus group facilities; independent researchers (e.g., moderators); data-processing and statistical-analysis firms; mall facilities; telephone facilities. Some research projects may include people with disabilities, which may require additional staff, services or equipment (i.e. Communication Access Real-time Translation (CART) services, American Sign Language (ASL)/Tactile interpreters).
- Q. Analyze data and report findings in written and/or oral presentations, as requested by the System Agency.
- R. Gather baseline data to gain insight into particular dimensions of the target audience, selecting most appropriate methodology to meet research objectives (i.e., secondary research, primary research).

- S. Receive the System Agency approval at key checkpoints, as specified by the System Agency.
- T. Collect and report information that has strategic or content impact on specific project and/or on Program-client activities.
- U. Conduct literature reviews on relevant System Agency topics.
- V. Evaluate key findings and their strategic or creative implications and present findings in written report and/or oral presentations, as specified by the System Agency. This includes participant verbatims, as appropriate or as requested.
- W. Provide progress reports for the market research and evaluation activities. Reports will include measurable objectives at an agreed upon frequency, as determined by the System Agency at the time of the award of the Work Order.

### **2.1.3 Performance Measures, Sanctions, and Remedies Schedule**

#### **2.1.3.1 General**

Section 2261.101 of the Texas Government Code requires that all state contracts contain a remedies schedule, a graduated sanctions schedule, or both. In accordance with that statutory requirement, sanctions and remedies will apply for the incidents specified in this section. This RFP will refer to the sanctions and remedies as “Sanctions.” In compliance with Section 2261.101, System Agency reserves the right, in its sole discretion, to include in each request for a Work Order proposal a schedule of liquidated damages, sanctions or other remedies, alone or in an appropriate combination.

#### **2.1.3.2 Waiver for Good Cause**

Liquidated damages, sanctions and other remedies may be waived for good cause shown at the discretion of System Agency. Contractor shall not be liable for any failure or delay in the performance of this Contract for the period that such failure or delay is beyond the reasonable control of the Contractor.

### **2.1.4 Audits and Oversight**

System Agency will monitor the successful Respondent to ensure compliance with all applicable federal and state laws and policy. Any information related to the performance of the resulting Contract, or other documentation deemed necessary by System Agency must be provided to System Agency as requested.

### **2.1.5 Prompt Payment**

All payments to a Contractor by the System Agency, any payments by a Contractor to any Subcontractor, and any payments by a Subcontractor to any other person or entity that provides goods or services under this contract shall be made in compliance with Chapter 2251 of the Texas Government Code and 34 Texas Administrative Code Section 20.487.

## 2.2 CONTRACT AWARD, TERM AND AMOUNT

### 2.2.1 Contract Award and Execution

As a result of this Solicitation, the System Agency intends to make multiple awards for each opportunity described in RFP Sections 2.1.1 and 2.1.2.

Any award is contingent upon approval of the HHSC Executive Commissioner or their designee.

If, for any reason, a final contract cannot be executed with a Respondent selected for award within sixty (60) calendar days of the System Agency's determination to seek to contract with that Respondent, the System Agency may negotiate a contract with the next highest scoring Respondent or may withdraw, modify or partially award this Solicitation.

### 2.2.2 Contract Term

The System Agency anticipates that the base term of any contract resulting from this Solicitation shall be for a period of three (3) years. The System Agency, at its sole option, may renew the contract for up to two (2) additional one-year periods.

Following the base term and any allowable extensions, 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.

Note: The resulting contract may be terminated with a 30-day written notice if the services solicited are awarded by the Statewide Procurement Division (SPD) on a statewide contract.

### 2.2.3 Work Order Process

The procedure for the Work Order process that will be issued to the pool of awarded Contractors for each project is as follows:

#### 2.2.3.1 Requesting Work Order Proposals

- A. Upon identifying a specific Project assignment, System Agency will issue a Work Order(WO), **Exhibit E, Example of Work Order Template**, to the Contractors describing the project, services required, proposed schedule, and method of compensation selected by System Agency. Each WO will include, but is not limited to, the following:

1. Scope of Work
2. Requirements/Deliverables;
3. Period of performance of Work Order;
4. Anticipated type of Work Order;
5. Proposal instructions; and
6. Evaluation factors for award.

- B. All contract clauses contained in this Contract shall be incorporated in the WO and the resultant Contract. If any conflict exists between the Contract clauses and the information outlined in the Work Order, the Contract language will control and govern.
- C. Contractors are not required to submit a proposal pursuant to a WO. Those eligible Contractors that decide not to submit a proposal shall advise the contract manager, in writing, of their intention not to submit a proposal on or before the closing date and time established in the WO. An election not to propose on a given WO will not negatively affect or prohibit a Contractor from competing on future WOs. However, it may affect the Contractor's eligibility for continuations or extensions of the resultant Contract.

#### 2.2.3.2 Competitive Ordering Process

- A. All Contractors will receive e-mail notification advising of the availability of each proposed Work Order. All proposed Work Orders will incorporate all terms of this Contract unless otherwise specified in the proposed Work Order.
- B. Contractors will be provided an adequate time to prepare and submit responses based on the contract manager's consideration of the estimated dollar value and complexity of a proposed WO. Each WO will indicate the criteria for the evaluation of proposals. The responses shall demonstrate capability for each criterion to be evaluated. Generally, the Contractor will be asked to demonstrate the following as appropriate:
  - 1. Understanding of the service requirements;
  - 2. Experience and capability on similar tasks;
  - 3. Technical approach, methods and procedures for satisfying the requirements with a discussion of potential problems to be encountered and proposed solutions and/or risk mitigation strategies;
  - 4. Assuring quality of work, products, and deliverables;
  - 5. Plan for managing the WO, including meeting requirements and schedules, and performance measures (if applicable);
  - 6. Staffing plan with skill levels for each individual proposed; and
  - 7. Cost/price to perform the WO.

#### 2.2.3.3 Contractors' Proposals

After being contacted by System Agency, the Contractor may arrange a meeting with System Agency to review the WO request, as needed. Unless otherwise agreed upon with System Agency, Contractors shall provide a WO proposal for System Agency's review utilizing **Exhibit F, Example of Work Order Request Response Template**.

#### 2.2.3.4 Evaluation and Award of WO Proposals

System Agency will evaluate the Project proposals against the requirements of the WO. Specifically, the technical evaluation factors, cost/price, past performance and any other factor specifically identified in the WO, will be used for evaluation of each proposal. In addition, the WO will identify the basis for selecting a Contractor

for award. Generally, technical factors will be significantly more important than cost or price. However, each WO will specify how the award decision will be made.

Upon completion of evaluations, the contract manager will issue a Purchase Order to the Contractor whose proposal is most advantageous to the System Agency. The contract manager will notify the Contractor(s) of the selection decision in writing.

System Agency shall notify the Contractor if the proposal is accepted or if revisions are needed. The approved Contractor's proposal will be attached to the purchase order and may include a clarification of the scope of services and agreed upon compensation.

#### 2.2.3.5 Project Implementation

The Contractor agrees to begin work within seven (7) calendar days from the date of the Purchase Order, constitutes a Work Authorization. The Contractor agrees to complete the phases of Services in accordance with the applicable standard of professional care, the approved proposal(s), and the proposal and resource allocation plan, which describes the major tasks to be performed and Work Products to be delivered by the Contractor, the estimated time to complete the tasks and Work Products, the amount of compensation allocated for the respective tasks and Work Products, and an estimated allowance for reimbursable expenses. After one of the Contractors is awarded a Project proposal for a System Agency's specific project, the awarded Contractor will provide all of the Services that are applicable to the specified in the Project proposal Contract executed between the System Agency and the Contractor.

#### 2.2.3.6 Change Management Process

In the event there are changes to the term or budget a request for review and approval is to be submitted to the System Agency's assigned Contract Manager outlined in the WO for review and approval. The System Agency reserves the right to request a revised, Exhibit F, Example of Work Order Request Response Template. All changes must be in writing and signed by the Parties.

#### 2.2.3.7 Previous Campaigns

As a reference, previous campaigns have been included in Exhibit G, Sample of Previous Public Awareness, Education, and Communication Services Campaign, to provide Respondents an example of previous work conducted for the Public Awareness Education and Communication Campaign. Exhibit H, Sample of Marketing, Research, and Evaluation Product, is an example of previous work conducted for the Market Research component. The example in no way indicates what may or may not be released through Work Orders in the future. It is to serve as an example of previous work conducted under these services.

### 2.2.4 Historical Contract Amount

Compensation for any Work Order under a Contract resulting from this Solicitation has ranged from approximately \$200,000 to \$8,000,000. However, notwithstanding the

preceding, the System Agency reserves the right to adjust amount based on state or federal funding during the term of a resulting Contract, including any extensions.

### **2.2.5 Order of Precedence**

The following Exhibits identified in **Article X, Required Forms and Exhibits** shall be incorporated into the Contract resulting from this RFP as if fully stated therein:

1. The Signature Document
2. HHSC Uniform Terms and Conditions
3. HHS Additional Provisions (as applicable to each particular Work Order)
4. Exceptions and Assumptions
5. Contractor's response to the Request for Proposal
6. Contractor's particular Work Order response
7. Federal Certification Regarding Lobbying
8. Federal Assurances - Non-Construction Programs
9. HUB Subcontracting Plan (HSP)
10. Cost Proposal

The documents listed are stated in order of precedence. In the event of any conflict, inconsistency or ambiguity arising from or between the documents, the conflict, inconsistency or ambiguity shall be resolved in favor of the higher-ranking document in the list.

### **2.3 CONFIDENTIAL INFORMATION**

Contractor agrees to safeguard all confidential information it accesses in the performance of the services in compliance with all applicable state and federal privacy, security and breach notification laws and regulations

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

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

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

### **2.5 GOVERNMENTAL ENTITIES**

The selected Respondent shall be bound to specific terms and conditions found in **Exhibit C, HHSC Uniform Terms and Conditions** and **Exhibit D, HHS Additional Provisions**. However, to the extent Respondent is a governmental entity, responding to this Solicitation in its capacity as a governmental entity, certain terms and conditions may not be applicable.

Furthermore, to the extent permitted by law, if a Solicitation Response is received from a governmental entity, the System Agency reserves the right to enter into an interagency or inter-local agreement with the governmental entity in lieu of awarding a Contract as a result of this Solicitation.

## **ARTICLE III. ADMINISTRATIVE INFORMATION**

### **3.1 SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE/TIME</b>
Solicitation Release Date	April 28, 2020
Optional HUB Subcontracting Plan Webinar Training	May 05, 2020 at 10:00 AM Central Time
Deadline for Submitting Questions	May 08, 2020 at 3:00 PM Central Time
Deadline for Courtesy HSP Review Period	May 15, 2020 at 3:00 PM Central Time
<b>Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.]</b>	<b>May 29, 2020 AT 2:00 PM Central Time</b>
Evaluation Period	June 2020
Anticipated Notice of Award	August 2020
Anticipated Contract Start Date	August 2020

**Note: These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the ESBD. Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the ESBD.**

### **3.2 CHANGES, AMENDMENT, OR MODIFICATION TO SOLICITATION**

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

### **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 as soon as possible so corrective Addenda may be furnished to prospective Respondents.

### 3.4 INFORMALITIES

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

### 3.5 INQUIRIES

#### 3.5.1 Sole Point of Contact

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

Name:	Tomasz Gozdalski, CTCD, CTCM
Title:	Contract Specialist V
Phone:	(512) 406-2492
Email:	Tomasz.Gozdalski@hhsc.state.tx.us

See also, Section 3.5.3 below.

#### 3.5.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in Sections 3.5.4 and 3.5.5 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.**

#### 3.5.3 Exceptions to the Sole Point of Contact

The only exceptions to the Sole Point of Contact are the HUB coordinator, or, if expressly directed by the Sole Point of Contact, another designated System Agency representative, e.g., during contract negotiations, if any. 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](mailto:cheryl.bradley@hhsc.state.tx.us).

#### 3.5.4 Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or

email to the 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; and
- 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, fax 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 any System Agency of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

### **3.5.6 Responses**

Responses to questions or other written requests for clarification 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 to all similar questions they choose to answer in any manner at the System Agency's sole discretion.

### **3.5.7 Vendor Conference**

The System Agency will conduct an **optional** pre-submittal vendor conference (webinar) on **May 05, 2020 at 10:00 AM Central Time**. The purpose of this conference is to explain to vendors the proper completion of the HUB Subcontracting Plan. The vendor conference is optional and failure to attend will not result in disqualification.

Participants must register for the webinar conference prior to the event. After registration, participants will receive another email with the actual link to the webinar. Register here:

<https://attendee.gotowebinar.com/register/8978236325997185805>

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the Sole Point of Contact identified in this RFP at least 72 hours before the meeting so appropriate arrangements can be made.

## **3.6 SOLICITATION RESPONSE COMPOSITION AND DELIVERY**

### **3.6.1 Generally**

**Submission Option #1:** Respondent shall submit the following on two USB drives – One (1) labeled “Original” and One (1) labeled “Copy”- to delivery address listed in Section 3.7.3 via U.S Postal Service, Overnight/Express Mail, or Hand Delivery.

- a. Each USB must contain one file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF).
- b. 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.
- c. Each USB must contain one file named “Cost Proposal” that contains the Respondent’s Cost Proposal (compatible with Microsoft Office 2000).
- d. In accordance with Section 6.9, each USB must contain one file named “HUB Subcontracting Plan” that contains the Respondent’s HUB Subcontracting Plan.

**Submission Option #2:** Respondent shall submit the following through the Online Bid Room utilizing the procedures in **Exhibit N, 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 (compatible with Microsoft Office 2000).
4. In accordance with Section 6.9, one file named “HUB Subcontracting Plan” that contains the Respondent’s HUB Subcontracting Plan.

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 Narrative/ Technical Proposal should not exceed one hundred and fifty (150) 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, if any, will be interpreted in favor of the System Agency. If Respondent fails to designate an "ORIGINAL," the System Agency may reject the Solicitation Response or select a copy to be used as the original.

### **3.6.4 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 by written questions or clarifications pursuant to Section 3.5.4. Any exception included in a Solicitation Response may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Solicitation Response, Respondent is required to use the **Exceptions and Assumptions Form** included as **Exhibit I** 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 I, Exceptions and Assumptions 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 the System Agency.

A Solicitation Response should be responsive to the Solicitation as worded, not with any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Solicitation Responses constitute binding offers. **Any Solicitation Response to this Solicitation that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer may be disqualified.**

### **3.6.5 Assumptions**

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

### 3.7 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

#### 3.7.1 Deadline

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

#### 3.7.2 Labeling

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

SOLICITATION NO:	HHS0007283
SOLICITATION NAME:	Public Awareness, Education, and Communication Services And Marketing Research and Evaluation Services
SOLICITATION RESPONSE DEADLINE: FOR:	May 29, 2020, 2:00 PM CST Health and Human Services Commission
PURCHASER NAME:	Tomasz Gozdalski, CTCD, CTCM
RESPONDENT'S 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 (in whole or in part) of the Respondent's proposal.

#### 3.7.3 Delivery

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

U.S. Postal Service/Overnight/Express Mail/ Hand Delivery	Online Bid Room
Health and Human Services Commission Procurement and Contracting Services Building ATTN: Response Coordinator 1100 W. 49 <sup>th</sup> MC2020 Austin, Texas 78756	Utilize the Procedures in <u>Exhibit N,</u> <u>HHS Online Bid Room</u>

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 a written request to the Sole Point of Contact identified in Section 3.5.1; or (2) modify its Solicitation Response by submitting a written amendment to the Sole Point of Contact identified in Section 3.5.1. The System Agency may request Solicitation Response modifications at any time.

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

### **4.1 EVALUATION CRITERIA**

#### **4.1.1 Conformance with State Law**

Solicitation Responses shall be evaluated in accordance with Section 2155.074 of the Texas Government Code and other applicable law. The System Agency shall not be obligated to accept the lowest priced Solicitation Response but shall make an award to the Respondent that provides the best value to the State of Texas.

#### **4.1.2 Minimum Qualifications**

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

- A. Respondent must be a commercial marketing research, communication or advertising firm that is authorized to do business in Texas.
- B. Respondent must have recently been in business for a minimum of five (5) years, or the principals/owners must have five (5) years recent ownership/executive management experience in a previous company that provided public awareness, education, communication or marketing research and evaluation services within the last seven (7) years.
- C. Respondents must be financially solvent and adequately capitalized, as determined by System Agency in its sole discretion. See Section 6.7.1.
- D. Respondents that have previously conducted business with the State of Texas must have a minimum grade of C or better on the Comptroller's Vendor Performance Tracking System.

#### **4.1.3 Specific Criteria**

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

- A. The reasonableness of the cost to provide services - Cost (20%)
- B. The extent to which the Respondent demonstrated experience in undertakings similar in scope and complexity to those indicated in this Solicitation, including past performance - Executive Summary and Company Information (35%)
- C. The extent to which the Respondent's work plan demonstrated an understanding of the RFP requirements and satisfactorily describes the processes/methodologies for providing all components of the scope of work – Work Plan (45%)

System Agency will separately score each service the Respondent proposes to provide in their Solicitation Response. For example, if a Respondent proposes to provide both public

awareness, education, and communication services and marketing research and evaluation services, then the Respondent will receive two scores - one for each proposed service - based on the criteria set forth above.

#### **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 (required).

## **4.2 INITIAL COMPLIANCE SCREENING**

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

## **4.3 COMPETITIVE RANGE AND BEST AND FINAL OFFER**

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

The System Agency may, at its discretion request that any or all Respondents provide a BAFO. A request for a BAFO from a System Agency does not guarantee an award or further negotiations. BAFO will be scored using **Exhibit K or K-1, Evaluation Tool, or both, as applicable**. The BAFO cost score will replace the initial cost evaluation score.

## **4.4 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 V. NARRATIVE PROPOSAL**

### **5.1 NARRATIVE PROPOSAL**

#### **5.1.1 Executive Summary**

For each proposed service, provide a high-level overview of the Respondent's approach to meeting the requirements and deliverables. The summary must demonstrate an understanding the System Agency's goals, mission, and objectives for this Solicitation. Respondent must utilize **Form D, Executive Summary and Company Information.**

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

For each proposed service, describe the Respondent's proposed processes and methodologies for providing all components of the Scope of Work. Based on the interested opportunity the Respondent must complete **Form E, Narrative Proposal Opportunity #1: Public Awareness, Education, and Communication**, and/or **Form E-1, Narrative Proposal Opportunity #2: Marketing Research and Evaluation**. Examples of previous work completed under this contract, refer to **Exhibit G, Sample of Previous Public Awareness, Education, and Communication Services Campaign**, and **Exhibit H, Sample of Marketing Research and Evaluation Product**.

#### **5.1.3 Value-Added Benefits**

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

#### **5.1.4 Key Staffing Profile**

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

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

### **6.1 COMPANY INFORMATION**

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified goods or services on time. As a part of the Solicitation Response, Respondent must complete **Form B, Respondent Information Page**, and **Form D, Executive Summary and Company Information**.

#### **6.1.1 Company Narrative**

Provide a detailed narrative explaining why Respondent is qualified to provide the services, focusing on its company's key strengths and competitive advantages on **Form D, Executive Summary and Company Information**.

#### **6.1.2 Company Profile**

On **Form D, Executive Summary and Company Information**, the Respondent will provide a company profile to include:

- (a) The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and as a graphical representation*) If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the percentage of ownership and the percentage of the parent's ownership. The entity performing the majority of the Work under a Contract, throughout the duration of the Contract, must be the primary bidder. Finally, please provide your proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them
- (b) The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;
- (c) The location of 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 Secretary of State to do business in Texas must be provided as well.

## 6.2 REFERENCES

Respondent shall provide a minimum of three (3) references from similar contracts or projects performed, preferably for state and/or local government, within the last five (5) years on **Form D, Executive Summary and Company Information**. 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.
- (f) Time period of work performed.

## 6.3 SUBCONTRACTOR INFORMATION

Respondent must identify any subcontractors whom Respondent intends to utilize in performing any part of this Contract and must be notated on **Form F, Cost Proposal**. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Respondent's obligations under any contract awarded pursuant to this Solicitation.

## 6.4 LITIGATION AND CONTRACT HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures on **Form C, Entity Information, Contract and Litigation History**. 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 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.

## 6.5 CONFLICTS

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

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

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Respondent awarded a Contract greater than \$1 million dollars or awarded a contract for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code, must submit a Disclosure of Interested Parties Form (Form 1295), to the System Agency 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 at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and additional instructions will be given by HHSC to successful Respondents.

## 6.6 AFFIRMATIONS AND CERTIFICATIONS

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

- a) **Exhibit A, HHSC Respondent Affirmations and Solicitation Acceptance**
- b) **Exhibit B, DSHS Respondent Affirmations and Solicitation Acceptance**
- c) **Exhibit I, Exceptions and Assumptions Form, as applicable**
- d) **Exhibit J, Federal Assurances-Non-Construction Programs**
- e) **Exhibit M, Federal Certification Regarding Lobbying**

## 6.7 OTHER REPORTS

### 6.7.1 Financial Capacity and Annual Report Information

Respondent shall submit an annual report, which must include:

- 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.

If Respondent is unable to provide the annual report specified above, Respondent may, at the discretion of the System Agency, provide the following annual report:

- a) Last three (3) years unaudited financial statements or a balance sheet statement of financial position;
- b) An un-audited financial statement of the most recent quarter of operation; and
- c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

## **6.8 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.

## **6.9 HUB SUBCONTRACTING PLAN**

In accordance with Texas Government Code, Sections 2161.181 and 2161.182 System Agency shall make a good faith effort to utilize HUBs in contracts for general services, construction services, professional and consulting services, and commodities contracts. The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the following HUB utilization goals as specified in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter D, Rule § 20.284:

- 11.2% for heavy construction other than building contracts,
- 21.1% for all building construction,
- 32.9% for all special trade construction contracts,
- 23.7% for professional services contracts,
- 26.0% for all other services contracts, and
- 21.1% for commodities contracts

Statement of Probability: HHSC has determined that subcontracting opportunities are probable in connection with this procurement Solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the Respondent's Proposal. The Respondent shall develop and administer an HSP as a part of the Respondent's Proposal.

**OPTIONAL HUB HSP TRAINING AND COURTESY HSP REVIEW ARE OFFERED FOR THIS SOLICITATION.**

Submit one (1) electronic copy “Original” and one (1) electronic copy “Copy” of the HSP, in accordance with the RFP, per instructions in **Article IX Submission Checklist** and include all supporting documentation in accordance with **Exhibit L, HUB Participation Requirements**.

## **ARTICLE VII. COST PROPOSAL**

### **7.1 COST PROPOSAL**

As noted above, cost information must not be included with the Narrative Proposal and Respondent's Information. Respondent must submit a cost proposal, using **Form F, Cost Proposal**, for each of the proposed services listed in **Article II, Scope of Work, for the opportunity applied for**. The Cost Proposal(s) 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. For personnel, list all positions with general background and qualifications that a person must have to obtain that role and include a comparable hourly rate. Provide how long the hourly rates are effective. All authorized travel expenses, if applicable, will be reimbursed in accordance with the rates set by the State of Texas Textravel available at the Texas Comptroller of Public Accounts State Travel Management Program [website](#). All other reimbursable expenses will be reimbursed at cost as identified within **Form F, Cost Proposal**. System Agency will utilize the mutually agreed lump sum identified. Selected Contractors must be properly itemized and maintain documentation to support the cost, including documentation by subcontractors performing the work.

The proposed costs are fixed and can only be modified during each renewal. The selected Contractor must request the System Agency approval to obtain a price increase to the positions listed on **Form F Cost Proposal**. Any subsequent WO issued will identify a not to exceed amount and work must be conducted within the allocated amount.

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

### **8.1 GENERAL CONDITIONS**

#### **8.1.1 Amendment**

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

#### **8.1.2 Offer Period**

Solicitation Responses shall be binding for a period of two hundred forty (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.

#### **8.1.3 Costs Incurred**

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by any System Agency to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. The System Agency is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, Contract, or purchase order. Costs of developing Solicitation Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

#### **8.1.4 Contract Responsibility**

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

#### **8.1.5 Public Information Act - 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 - Affirmations and Solicitation Acceptance (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 Public Information Act 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, HHSC OR DSHS FROM, ANY CLAIM OF INFRINGEMENT BY HHSC OR DSHS 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**

For the duration of any Contract resulting from this Solicitation, Respondent shall acquire insurance, bonds, or both, if applicable with financially sound and reputable independent insurers, in the type and amount customarily carried within the industry. Failure to maintain

insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. Commercial General Liability Insurance (CGL): 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 reference in Subsection above, means the Contractor.

- B. Comprehensive Automobile Liability Insurance: Coverage shall be provided for owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per accident. No aggregate shall be permitted for this type of coverage.
- C. Workers' Compensation: Workers' Compensation. Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation in favor of Health and Human Services Commission, employer's liability insurance of not less than:

- \$1,000,000 each accident;
  - \$1,000,000 disease each employee; and
  - \$1,000,000 disease policy limit.

Workers' compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Texas Labor Code.

- D. Umbrella Liability Insurance. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount \$1,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove.

The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

- E. Professional Liability (Errors and Omissions): Contractor shall obtain, pay for and maintain professional liability errors and omissions insurance, appropriate to the Contractor’s profession, during the Contract term, insuring Contractor for an amount of not less than \$2,000,000.
- F. 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.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the System Agency requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the System Agency.

### **8.2.2 Subcontractors**

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. 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 five (5) 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.

### **8.2.3 Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**A. Additional Insured Status**

The System Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**B. Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the System Agency, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the System Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**C. Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with a minimum of 30-days' notice to the System Agency.

**D. Waiver of Subrogation**

Contractor hereby grants to System Agency a waiver of any right to subrogation which any insurer of said Contractor may acquire against the System Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the System Agency has received a waiver of subrogation endorsement from the insurer.

**E. Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the System Agency. The System Agency may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or System Agency.

#### F. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state of Texas with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the System Agency.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work

#### **8.2.4 Alternative Insurability**

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

### **8.3 PROTEST**

If a Respondent wishes to file a protest they may do so in accordance with the rules published 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.

### **Original Solicitation Response Package**

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

#### **1. Proposal and Respondent Information**

- a. Form A: Application Summary (Section 1.1) \_\_\_\_\_
  - b. Form B: Respondent Information Page (Section 6.1) \_\_\_\_\_
  - c. Form C: Entity Information, Contract & Litigation History (Section 6.4 & 6.5) \_\_\_\_\_
  - d. Form D: Executive Summary & Company Information (Sections 6.1.1 & 6.1.2) \_\_\_\_\_
  - e. Form E and/or E-1: Narrative Proposal (Section 5.1.2) \_\_\_\_\_
  - f. References (Section 6.2 & Form D) \_\_\_\_\_
  - g. Major Subcontractor Information (Section 6.3) \_\_\_\_\_
  - h. Conflicts (Section 6.5 & Form C) \_\_\_\_\_
  - i. Exhibits A & B: Respondent Affirmations and Certifications (Section 6.6) \_\_\_\_\_
  - j. Exhibit I: Exceptions and Assumptions Form, if applicable (Sections 3.6.4 & 3.6.5) \_\_\_\_\_
  - k. Exhibit J: Federal Assurances – Non Construction Programs (Section 6.6) \_\_\_\_\_
  - l. Financial Capacity (Section 6.7.1) \_\_\_\_\_
  - m. Corporate Guarantee (Section 6.8) \_\_\_\_\_
- 2. Form F: Cost Proposal** (Article VII) \_\_\_\_\_
- 3. Exhibit L: HUB Participation Requirements** (Section 6.8) \_\_\_\_\_

#### **Files to be provided**

\_\_\_ Two USBs – One Labeled “Copy” and One Labeled “Original” with all of the files below.

\_\_\_ One file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF).

\_\_\_ One file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.

\_\_\_ One file named “Cost Proposal” that contains the Respondent’s Cost Proposal.

\_\_\_ One file named “HUB Subcontracting Plan” that contains the Respondent’s HUB Subcontracting Plan.

## **ARTICLE X. REQUIRED FORMS AND EXHIBITS**

### **EXHIBITS**

**EXHIBIT A- HHSC AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

**EXHIBIT B- DSHS AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

**EXHIBIT C- HHSC UNIFORM TERMS AND CONDITIONS**

**EXHIBIT D- HHS ADDITIONAL PROVISIONS**

**EXHIBIT E- EXAMPLE OF WORK ORDER TEMPLATE**

**EXHIBIT F - WORK ORDER REQUEST RESPONSE TEMPLATE**

**EXHIBIT G - SAMPLE OF PREVIOUS PUBLIC AWARENESS CAMPAIGN-**

**EXHIBIT H- SAMPLE OF MARKETING RESEARCH AND EVALUATION PRODUCT**

**EXHIBIT I- EXCEPTIONS AND ASSUMPTIONS FORM**

**EXHIBIT J- FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS**

**EXHIBIT K- EVALUATION TOOL FOR OPPORTUNITY #1**

**EXHIBIT K-1 EVALUATION TOOL FOR OPPORTUNITY #2**

**EXHIBIT L- HUB PARTICIPATION REQUIREMENTS**

**EXHIBIT M - FEDERAL CERTIFICATION REGARDING LOBBYING**

**EXHIBIT N - HHS ONLINE BID ROOM**

**FORM A - APPLICATION SUMMARY**

**FORM B - RESPONDENT INFORMATION PAGE**

**FORM C - ENTITY INFORMATION, CONTRACT AND LITIGATION HISTORY**

**FORM D - EXECUTIVE SUMMARY AND COMPANY INFORMATION**

**FORM E - NARRATIVE PROPOSAL OPPORTUNITY #1 PUBLIC AWARENESS, EDUCATION AND COMMUNICATION REQUIREMENTS AND DELIVERABLES**

**FORM E-1 - NARRATIVE PROPOSAL OPPORTUNITY #2 MARKETING RESEARCH AND EVALUATION REQUIREMENTS AND DELIVERABLES**

**FORM F - COST PROPOSAL**