

Texas Health & Human Services Commission

Enterprise Contract and Procurement Services



Albert Hawkins, Executive Commissioner

Request for Proposals (RFP)

For

Cancer Registry Training

RFP No. 537-9-58730

Date of Release: April 2, 2009

RESPONSES DUE 3:00 PM APRIL 15, 2009

Texas Health & Human Services Commission

RFP No. 537-9-58730

Respondent Must Complete and Return this Page

Refer to Section 3.9 for complete Proposal Submission Instructions

By signing this document, Respondent certifies that prices shown on this quote are true and correct. Should this proposal or offer result in a Purchase Order, Respondent agrees to comply with the scope and requirements of this RFP, including the HHSC Uniform Contract "Terms and Conditions," which may be found at the following web address (adobe Acrobat required): http://www.hhsc.state.tx.us/about_hhsc/Contracting/rfp_attch/General_TC.pdf

Check below if preference claimed under Texas
Administrative Code (TAC), Title 1, Part 5, Section
113.8(b):

- ☐ Supplies, Materials or Equipment: Produced in Texas/Offered by Texas Bidder*
- ☐ Agricultural Products Grown in Texas
- ☐ Agricultural Products Offered by Texas Bidder
- ☐ U.S. Produced Supplies, Materials or Equipment
- ☐ Products of Persons with Mental or Physical Disabilities
- ☐ Recycled, Remanufactured, or Environmentally Sensitive Products
- ☐ Energy Efficient Products
- ☐ Rubberized Asphalt Paving Material
- ☐ Recycled Motor Oil and Lubricants
- ☐ Products of Facilities on Formerly Contaminated Property
- ☐ Products and Services from Economically Depressed or Blighted Area
- *By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in Rule 1 TAC 113.2.

VENDOR ADDRESS AND IDENTIFICATION NUMBER

RESPONDENT MUST COMPLETE:

Signature of Authorized Representative: (must be manually signed- failure to sign will disqualify response.)

Texas Vendor Identification No. (or Federal Employer's ID or Social Security No.):

Name of Business Entity _____
Street Address _____
City-State-Zip Code _____
Telephone Number _____
Fax Number _____
E-Mail Address _____

AWARD NOTICE: The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.

Please respond no later than 3:00 PM Central Time on April 15, 2009 to:

Texas Health and Human Services Commission

Attn: Bid Coordinator

4405 N Lamar Street, Bldg. 1

Mail Code 2020

Austin, TX 78756

Fax: 512-206-5006

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1 GENERAL INFORMATION

1.1 Mission Statement

The mission of the Texas Health and Human Services (HHSC) Enterprise Contracts and Procurement Services (ECPS) on behalf of Department of State Health Services (DSHS) is to secure the expert training services. Two courses are requested.

1.2 Mission Objectives

The Health and Human Services Commission (HHSC) is authorized to provide contract and procurement services for all of the Texas Health and Human Services (HHS) agencies listed below:

Health and Human Services Commission (HHSC)
Department of Family and Protective Services (DFPS)
Department of State Health Services (DSHS)
Department of Assistive and Rehabilitative Services (DARS)
Department of Aging and Disability Services (DADS)

Through this solicitation, HHSC may enter into a contract or contracts with a qualified vendor or vendors to provide the aforementioned services on behalf and in conjunction with HHS agencies. HHSC reserves the right to contract with qualified respondents resulting from this RFP for additional Training Services as necessary for HHS agencies. If it is determined to be in the best interest for HHSC to establish multiple contracts, HHSC reserves the right to award accordingly. HHSC may also opt not to issue a contract with regard to this request.

1.3 Background

1.3.1 Overview of the Health and Human Services Commission

HHSC was created in 1991 to oversee and coordinate the planning and delivery of health and human services programs in Texas. It is established pursuant to Chapter 531, Texas Government Code, and is responsible for oversight of Texas HHS agencies. The chief executive officer of the Commission is Albert Hawkins, Executive Commissioner of the Health and Human Services Commission.

THE TEXAS LEGISLATURE ENACTED SECTION 2155.144 of the Government Code as a general exception to the purchasing authority of the General Services Commission. The Legislature amended the

statute in 1999 as part of the reauthorization of the Health and Human Services Commission (“HHSC”) following review of the agency by the Sunset Commission.

Section 2155.144 specifically delegates authority to purchase goods and services to HHSC and each health and human services agency. Previously, purchases of goods and services by health and human services agencies were conducted pursuant either to procedures of the General Services Commission or procedures developed by the agency in accordance with specific statutory authority.

HHSC adopted rules to govern purchases of goods and services by health and human services agencies in December 2000. The rules were adopted as chapter 391 of Title 1 of the Texas Administrative Code.

As a result of the consolidation due to House Bill 2292 (HB2292), certain contracting and procurement activities for HHS agencies have been delegated to the Enterprise Contracting and Procurement Services (ECPS) section of HHSC. As such, ECPS will administer the initial stages of the procurement process prior to contract award, including solicitation announcement and publication, handling of communications from respondents, as well as managing the receipt and evaluation of valid responses for final review and evaluation. ECPS will also direct the execution of contracts resulting from this solicitation.

1.4 Strategic Elements

1.4.1 Contract Term

Courses are intended to be held in Austin, TX within 30 days from date of award.

Any contract issued as a result of this solicitation is subject to cancellation, without penalty, either in whole or in part, subject to the availability of state and/or federal funds, or for breach of contract.

Such contract may also be canceled by either party giving the other party a thirty (30) day written notice, with or without cause, of the intention to terminate the contract.

The contract between parties shall consist of the following:

1. Request for Proposal.
2. The response to this solicitation, including any attachments thereto, in so far as such response and attachments do not conflict with request for qualifications and HHSC does not reject the terms there of.

3. State of Texas Purchase Order. Awarding the proposal and/or issuing a purchase order shall not constitute the acceptance of any conflicting specifications, terms, or conditions, if a conflict appears between the RFP, the Vendors response and the State of Texas Purchase Order, then the RFP shall control.
4. Subsequent agreement.
5. This contract and appendices annexed hereto (if any) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral and written representations, understandings, or agreements relating the subject matter hereof.

1.4.2 Contract Price/Type

HHSC reserves the right to award a single or multiple fixed fee contract(s) to qualified successful respondents.

1.4.3 HHSC Terms and Conditions are included in this RFP

1.5 Basic Philosophy: Contracting for Results

HHSC's fundamental commitment is to contract for results. A successful result is defined as the generation of defined, measurable, and beneficial outcomes that support HHSC's Missions and Objectives and satisfy the contract requirements. This RFP describes what is required of the contractor in terms of performance measures and outcomes, and places the responsibility for how it is accomplished on the contractor.

1.6 External Factors

Respondents should be aware that external factors may affect the project, including budgetary and resource constraints. Any contract resulting from this procurement is subject to the availability of state and federal funds. As of the issuance of this RFP, budgeted funds are available to reasonably fulfill the requirements of this RFP. If, however, funds become unavailable, HHSC reserves the right to withdraw this RFP or terminate the resulting contract without penalty.

1.7 Legal and Regulatory Constraints

1.7.1 Delegation of Authority

Respondents should be aware that state and federal law generally limit HHSC's ability to delegate certain decisions to a contractor. Specifically, HHSC may not delegate certain functions to a contractor, including but not limited to:

- (A) Policy-making authority; and
- (B) Final decision-making authority regarding acceptance of contracted services.

1.7.2 Conflicts of Interest

Respondents may not have personal or business interests that would present an actual, potential, or apparent conflict of interest with respect to this procurement and the performance of the resulting contract. For purposes of this RFP, a conflict of interest is any set of facts or circumstances that, in HHSC's determination, compromises, appears to compromise, or may reasonably compromise the respondent's fairness, independence or objectivity.

Respondents must disclose any potential conflicts or provide a statement acknowledging that no actual or potential conflicts of interest exist with respect to this procurement and the resulting contract. If selected for contract award, the respondent will be under a continuing duty to notify HHSC of any actual or potential conflicts of interest that may develop during the course of the contract and may not engage in conduct that will create a reasonable appearance of impropriety.

HHSC is obligated by state and federal law to ensure a level playing field in the award of the contract. HHSC has implemented an aggressive policy concerning actual or potential conflicts of interest to ensure fair and open competition, and has included language concerning actual and potential conflicts of interest in Section 41 of its Standard Terms and Conditions. Respondents must carefully review and understand this language when developing proposals.

1.7.3 Former Employees of a State Agency

Respondents must comply with State and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054 and 45 C.F.R. §74.43). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict certain former employees from representing clients on matters that the employee participated in during state service or matters that were within the employees' official responsibility.

As a result of such laws and regulations, a Respondent must certify that it has complied with all applicable state and federal laws and regulations relating to the hiring of former state employees. Furthermore, the Respondent must disclose any relevant past employment of its employees and agents, or its subcontractors' employees and agents, by HHSC or another Texas health and human service agency, including a description of:

- (A) the nature of the previous employment with HHSC or the other agency;
- (B) the date the employment terminated; and
- (C) the annual rate of compensation for the employment at the time of termination.

1.7.4 Interpretive Conventions

Whenever the terms “shall,” “must,” “or “is required” are used in this RFP in conjunction with a specification or performance requirement, the specification or requirement is mandatory on the potential vendor. A respondent's failure to address or meet any mandatory requirement in its proposal/bid will be cause for rejection of the proposal/bid.

Whenever the terms “can,” “may,” or “should” are used in this RFP in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement. Accordingly, a respondent's failure to address or provide any items so referred to will not be the cause for rejection of the proposal/bid, but will likely result in a less favorable evaluation of the proposal/bid.

1.8 HHSC Point of Contact

The sole point of contact for inquiries concerning this RFP is:

Teri Powell, CTPM
HHSC ECPS
(512) 206-5588 Fax: (512) 206-5006
Teri.Powell@hhsc.state.tx.us

The physical address for delivery is:

Texas Health and Human Services Commission
Attn: Bid Coordinator
4505 N. Lamar Blvd., Bldg 1
Austin, TX 78756
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All communications relating to this RFP must be directed to HHSC contact person named above. All other communications between a respondent and HHS staff concerning this RFP are prohibited. In no instance is a respondent to discuss cost information contained in a response with the HHSC point of contact or any other staff prior to proposal evaluation. Failure to comply with this section may result in HHS's disqualification of the proposal.

1.9 Communications Regarding This Procurement

HHSC will post all official communications regarding this procurement on the Texas Procurement and Support Services (TPASS) Electronic State Business Daily (ESBD) website located at: <http://esbd.cpa.state.tx.us/>. In addition, HHSC reserves the right to amend this RFP at any time prior to the Proposal submission deadline. Any changes, amendments, or clarifications will be made in the form of responses to vendor questions, amendments, or addendum issued by HHSC. Vendors should check the ESBD website frequently for notice of matters affecting the procurement.

1.10 RFP Cancellation/Non-Award

HHSC reserves the right to cancel this RFP, or to make no award of a contract pursuant to this RFP, if HHSC determines that such action is in the best interest of the State of Texas.

1.11 Right to Reject Proposals or Portions of Proposals

HHSC may, in its discretion, reject any and all proposals, or portions of proposals, submitted in response to this RFP.

1.12 Vendor Protest Procedures

Texas Administrative Code, Title 1, Chapter 392, Subchapter C outlines HHSC's vendor protest procedures. A respondent may protest HHSC's tentative award of a contract. Such protest must be in writing and signed by the protestant or the protestant's authorized representative.

The protest must state the protestant's name and the specific award that is being protested, the legal and factual basis for the protest with specific supporting information and when applicable, how the protestant alleges the award or tentative award violated HHSC's rules, state or federal laws, or regulations governing the procurement. The protest must state an explanation of the facts in disagreement and the subsequent action the protestant is requesting.

The protest must be submitted to the HHSC's official point of contact no later than seven (7) calendar days following the announcement of the tentative award of the contract on HHSC's website or award announcement on the ESBD website. The protest must be delivered by hand, certified mail return receipt requested, facsimile or other verifiable delivery service and be limited to matters relating to the protestant's qualifications, the suitability of the goods or services offered by the protestant, or alleged irregularities in the procurement process. Failure to comply with the foregoing timeframe will result in HHSC's dismissal of the protest.

The HHSC division that conducted the procurement will review the protest and the Division Director will make an initial recommendation to the Executive Commissioner. The Executive Commissioner will review the protest and Division Director's recommendations, and then issue a final determination regarding the protest. HHSC will provide the protestant with a written copy of the final determination within thirty days of receiving the protest, or as soon thereafter as practicable. The Executive Commissioner's final determination will be HHSC's final action on the protest, and the protestant will have no further administrative recourse.

2 MISSION RESULTS AND REQUIREMENTS

2.1 Project Scope

2.1.1 Class 1 Intermediate Training Session for Texas Cancer Registry (TCR) Staff

The Texas Department of Health's Texas Cancer Registry (TCR) intends to procure expert training services covering the principles and practices of cancer registry, surveillance, and control. The objective of the training is to provide technical assistance to central cancer registry staff.

One 2-day course must be available at the advanced level. Subject matter will cover advanced case-finding procedures, International Classification of Disease for Oncology IDC-O coding, Collaborative Staging (CS), advanced abstracting, and Multiple Primaries determination using the 2007 rules having a direct impact on complete cancer reporting and data analysis.

The TCR will provide approximately 35 students for the 1 class, although changes could occur.

REQUIREMENTS:

1. The course will be held in Austin, Texas at a facility arranged for by the vendor. The course must be taught within one month of award.
2. The vendor and instructor(s) must have at least five (5) years of documented training experience in central and hospital-based cancer registry operations and be a Certified Tumor Registrar(s) (CTR).
3. The course must meet the standard of a minimum of 12 credit hours in Continuing Education by the National Cancer Registrars Association (NCRA) and must be directly relevant to TCR staff, who is striving to maintain certification in tumor registry.
4. The vendor shall provide a comprehensive "turnkey" training workshop. The vendor shall make all training-related arrangements and supply the training facility, training materials, audiovisual equipment, and other equipment and supplies necessary to present the course.
5. An existing qualified product is the Emory University's "Advanced Cancer Registry Training Program". This course, or the fully competitive equivalent, is being sought. An equivalent course includes, at a minimum:

ADVANCED COURSE

- a. Ascertainment of neoplasms and cancer
- b. Registry operations, hospital and central registry procedures

- c. Advanced ICD-O coding
- d. Staging with 2004 CS guidelines
- e. Special reporting for special cancers such as leukemias, lymphomas, brain and prostate.
- f. Available resources in the field of cancer registry
- g. Visual Editing
- h. Abstracting, staging, and coding of very difficult, rare or unusual cases
- i. Advanced case-finding
- j. Practical, hands-on exercises and activities
- k. Pre and Post test

BID SUBMISSION

The vendor must provide all of the following in their bid submission:

1. One set of materials, such as a syllabus, brochure, or other appropriate materials, detailing course content.
2. A list of at least three (3) references.
3. A proposed schedule of the content of their course instruction.
4. A description of the staffing typically used in the advanced course.
5. The typical lead time necessary to schedule training, or otherwise give dates available for teaching this course.
6. A description of the proposed facility to be used. TCR requires the vendor to provide a comprehensive “turnkey” situation.
7. Information on the technical capabilities and qualifications of each instructor, such as a resume or curriculum vitae.
8. Information on the academic credentials and certification of the vendor.

2.1.2 Course 2: Principles and Practice of Cancer Registration, Surveillance, and Control Training:

The Texas Department of State Health Services' Cancer Epidemiology and Surveillance Branch (CESB) / (Texas Cancer Registry (TCR)) wishes to acquire expert training services covering basic case-finding, abstracting and coding in International Classification of Diseases of Oncology, Third Edition, Coding and Collaborative Staging (CS) and 2007 Multiple Primaries Rules. The objective of the training is to provide basic technical education and training to CESB/TCR staff for understanding

and performing accurate case-finding, abstracting and coding, and applying the 2007 Multiple Primary Rules.

One 3-day course must be available. Subject matter must cover International Classification of Disease for Oncology ICD-O coding, Collaborative Stage, Case-finding, and 2007 Multiple Primary Rules determination having a direct impact on complete cancer reporting and data analysis.

CESB will provide a maximum of 35 students for the 1 class, although changes could occur.

REQUIREMENTS:

1. The training must be directly relevant to CESB staff who are striving to learn case-finding guidelines, cancer coding and CS staging and applying the 2007 Multiple Primary Rules. This course will be held in Austin, Texas.
2. The vendor shall provide a comprehensive “turnkey” training workshop. The vendor shall make all training-related arrangements and supply the training facility, training materials, audiovisual equipment, and other equipment and supplies necessary to present the course.
3. The vendor and instructor(s) will have at least five (5) years of documented training experience in central and hospital-based cancer registry operations and be a Certified Tumor Registrar(s) (CTR).
4. The vendor shall provide a summary evaluation of the training, including pre-and post-test results, and participants’ evaluation of the training.
5. This training, or a fully competitive equivalent, is being sought. An equivalent course includes, at a minimum:

CANCER REGISTRATION TRAINING

- I. ICD-O 3 coding for central registry staff
- m. Collaborative Staging guidelines
- n. Case-finding covering all case finding sources
- o. Applying the 2007 Multiple Primary Rules
- p. Practical, hands-on exercises and activities targeting central registry staff
- q. A pre- and post-test

This course must accommodate a maximum of 35 CESB/TCR attendees and must be held in Austin, Texas.

Bid Submission:

The vendor must bid on all components of the training. Partial bids will be rejected.

The vendor shall be responsible for making all training-related arrangements and related expenses. Vendor bid should include all costs for providing comprehensive “turnkey” training workshops, including, but not limited to: travel, communication (postage, telephone, faxes, and copies), training facility lease/rental, training materials, audiovisual equipment, and/or other equipment and supplies necessary to present the course.

The vendor must provide all of the following in their bid submission. Failure to provide all of the information could result in disqualification.

1. For training workshop:
 - One set of materials; such as a syllabus, brochure, or other appropriate materials; detailing the course content.
 - Proposed daily training schedules.
 - Proposed dates and location.
 - A description of the proposed facility to be used, available training accommodations, and proposed equipment that will be provided.
 - Name of instructor(s) who will conduct the training.
2. A summary of the vendor's/instructor's experience in providing similar training, including the number of years of providing such trainings and NCRA continuing education hours awarded.
3. Qualifications of each instructor, to include a resume or curriculum vitae and evidence of Certified Tumor Registrar certification, indicating the CTR number and date last renewal was submitted.
4. Information on the academic and certification credentials of the vendor.
5. A minimum of three (3) non-State of Texas government references, with contact information.

2.2 Additional Requirements

- 2.2.1 Any Purchase Order or Contract resulting from this solicitation is subject to termination or cancellation, without penalty to HHS agencies, either in whole or in part, subject to the availability of state funds. HHS agencies are state agencies whose authority and appropriations are subject to

actions of the Texas Legislature. HHS agencies will not be liable to Vendor for any damages, which are caused or associated with such termination or cancellation and HHS agencies will not be required to give notice.

- 2.2.2 Vendor assumes all liability for workers' compensation claims, if any, and liability, if any, for alleged claims of harassment committed by or upon the vendor's employee / subcontractor. Vendor also assumes liability for any payment of costs and attorney's fees incurred by the HHS agencies, should they be sued over a matter within the scope of the indemnification clause.
- 2.2.3 Contract changes will be amended by Purchase Order Change Notice (POCN). Any resulting increase or decrease in the amount paid to the Vendor shall be computed on a prorated basis. New features, which would not materially alter the basic services initially included in the proposal response, may be offered by the Vendor providing these features are reviewed and approved by the State.
- 2.2.4 The Purchase Order or Contract does not constitute nor imply a commitment on the part of ECPS to purchase additional services from Vendor in the future.
- 2.2.5 ECPS may engage any successful respondent at any time during the life of this contract. This provision does not constitute nor imply a commitment on the part of HHS agencies to utilize the services of such respondent.
- 2.2.6 Services must meet or exceed the minimum requirements contained herein.
- 2.2.7 All work performed under this contract shall be in accordance with this specification, terms and conditions, the RFP, local codes and ordinances, and any other authority having lawful jurisdiction. It is important that the contractor performs all duties as stated. Failure to do so may result in cancellation of the contract.
- 2.2.8 HHS agency Contract Administrator may utilize a Vendor Performance Form to monitor and report vendor performance to ECPS Purchasing. HHS agency Contract Administrators or ECPS Purchasing will report performance to the vendor if performance issues compromise the requirements of this RFP and the vendor shall correct any performance issues within forty-eight (48) business hours or the prescribed timeframes defined by DADS or CMS survey protocols. If requested by ECPS or HHS agency Contract Administrator, Vendor shall provide a written explanation related to the performance

issue(s) and resolution. The Vendor Performance Form may be provided to the successful respondents upon request.

2.3 Invoicing and Payment

Payment and reimbursement of the Respondent is contingent upon submittal of properly completed invoices.

Invoices submitted to HHS agencies must reflect the purchase order number as shown on the purchase order, and must specify in detail the work completed for which payment is due.

- 2.3.1 Cost proposal should be submitted as all inclusive and no other subsequent charges or expenses are authorized. HHSC does not guarantee any quantities. Service will be on an as needed basis. Awarded Purchase Order(s) may reflect a 1-lot quantity and estimated extension price for services “as needed.”

3 GENERAL INSTRUCTIONS AND RESPONSE REQUIREMENTS

3.1 Vendor Conference

A Vendor Conference is not applicable for this proposal.

3.2 Vendor Questions and Comments

All questions and comments regarding this RFP must be submitted electronically to the e-mail address contained in Section 1.8 (HHSC Point of Contact). All questions must reference the appropriate RFP page and section number. In order to receive a response, vendor questions and comments must be received no later than April 8th, 2009. Inquiries received after the due date may be reviewed by HHSC but will not receive a response. Any clarifications, addenda, or amendments, whether made as a result of a potential vendor's written question or otherwise, will be posted on the ESB.

A respondent must inquire in writing as to any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in this RFP prior to submitting a proposal. If a respondent fails to notify HHSC of any error, ambiguity, conflict, discrepancy, exclusionary specification or omission, the respondent shall submit a response at its own risk and, if awarded the contract, shall have waived any claim that the RFP and contract were ambiguous and shall not contest HHSC's interpretation. If no error or ambiguity is reported by the deadline for submitting written questions, the respondent shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

HHSC will post answers on the TPASS ESB website located at: <http://esbd.cpa.state.tx.us>. HHSC reserves the right to not answer all questions received by the deadline. HHSC reserves the right to amend answers prior to the response submission deadline.

3.3 Modification or Withdrawal of Response

Responses may be withdrawn from consideration at any time prior to the response submission deadline. A written request for withdrawal must be made to the HHSC Point of Contact (Section 1.8).

A respondent has the right to amend its response at any time and to any degree by written amendment to the HHSC Point of Contact prior to the response submission deadline. HHSC reserves the right to request an amendment to any part of the response during negotiations.

HHSC reserves the right to waive minor informalities in a response and award a contract that is in the best interests of the State of Texas. A minor informality may include, but is not limited to, a minor irregularity or error such as a clerical error in the production of copies of the proposal. When HHSC determines that a response contains a minor informality, HHSC shall notify the respondent of the irregularity or error and shall provide the respondent the opportunity to correct.

3.4 News Releases

A respondent may not issue press releases or provide any information for public consumption regarding its participation in this procurement without specific, prior written approval of HHSC.

3.5 Incomplete Proposals

HHSC will reject without further consideration a response that does not include a complete, comprehensive, and total solution as requested by this RFP.

3.6 State Use of Vendor Ideas

HHSC reserves the right to use any and all ideas presented in any response unless the respondent presents a legal case citing ownership of the respondent's intellectual property. A respondent may not object to the use of ideas that are not the respondent's proprietary information and so designated in the response that:

- were known to the State before submission of the proposal;
- were in the public domain through no fault of the State; or
- became properly known to the State after submission of the response through other sources or through acceptance of the proposal.

3.7 Property of HHSC

All products produced by a respondent as a result of this RFP or a resulting contract, including without limitation, plans, designs, software and other deliverables, will become the sole property of HHSC.

3.8 Additional Information

By submitting a proposal, the respondent grants HHSC the right to obtain information from any lawful source regarding: (i) the past business history, practices, conduct and ability of a respondent to supply goods, services and requirements; and (ii) the past business history, practices, conduct and ability of the respondent's directors, officers and employees. By submitting a proposal, the respondent generally

releases from liability and waives all claims against any party providing information about the respondent at HHSC's request. HHSC may take such information into consideration in evaluating proposals.

3.9 Instructions for Submitting Responses

If submitted via mail, or small parcels delivery, submit one (1) original and one (4) copy of the sealed proposal. The original must be signed in ink by an authorized representative of the respondent. If there are any disparities between the contents of the sealed proposal and one that was faxed, the contents of the sealed proposal will take precedence.

3.9.1 Submission

Submit all sealed responses or fax copies of the proposal to the HHSC Point of Contact no later than **3:00 p.m. Central Time on April 15, 2009**. Include solicitation number, due date and time and company name on front of envelope or fax cover sheet.

3.10 Proposal Format and Content

The Proposal must consist of three parts:

- Part 1 – Proposal for one or both training courses
- Part 2 – References
- Part 3 – Cost proposal must be submitted separately

3.11 Texas Public Information Act

A proposal submitted to HHSC in response to this RFP is subject to public disclosure under the Texas Public Information Act (the Act), Texas Government Code, Chapter 552, unless the proposal, or any part of the proposal, can be shown to fall within one or more of the exceptions to required public disclosure listed in the Act. If a respondent believes that parts of a proposal are except from required public disclosure under the Act, the respondent must specify those parts and the exception(s) that it believes apply, with specific detailed reasons. HHSC will process any request for information comprising all or part of the respondent's proposal in accordance with the procedures prescribed by the Act. A respondent should consult the Attorney General's website (www.oag.state.tx.us) for information concerning the application of the Act's provisions to proposals and potential proprietary information.

4 Evaluation of Proposals

4.1. Best Value Criteria

This RFP is being conducted as a best value procurement. “Best value” means the optimum combination of economy and quality that is the result of fair, efficient, and practical procurement decision-making and which achieves health and human services procurement objectives. 1 TAC § 391.31.

4.2 Evaluation Criteria

4.2.1 Relevant Experience (15%)

4.2.2 Proposed Training Plan (15%)

4.2.3 Instructor Qualifications (15%)

4.2.4 Training Facility (10%)

4.2.5 Timelines (15%)

4.2.6 Reference (10%)

4.2.7 Pricing (20%)

4.3 Initial Compliance Screening

HHSC will perform an initial screening of all proposals received. Proposals that do not include all required forms and sections are subject to rejection. This is a pass/fail evaluation.

In accordance with Section 3.4, HHSC reserves the right to waive minor informalities in a proposal and award a contract that is in the best interests of the State of Texas.

4.4 Competitive Field Determinations

HHSC may determine that certain proposals are within the field of competition for admission to discussions. The field of competition consists of the proposals that receive the highest or most satisfactory ratings. HHSC may, in the interest of administrative efficiency, place reasonable limits on the number of proposals admitted to the field of competition.

4.5 Discussions with Respondents

HHSC may, but is not required to, conduct discussions with all, some, or none of the respondents admitted to the field of competition for the purpose of obtaining the best value for HHSC. HHSC may conduct discussions for the purpose of obtaining clarification of ambiguities in a response, request modifications to a proposal; or obtain a best and final offer.

HHSC may make an award prior to the completion of discussions with all respondents admitted to the field of competition if HHSC reasonably determines that the award represents best value.

REFERENCE SHEET

Please Complete and Return This Form with the Bid

SOLICITATION NUMBER:

VENDOR'S NAME: _____ **DATE:** _____

The Bidder shall furnish, with the bid, the following information for three (3) recent customers to whom products and/or services have been provided that are similar to those required by this solicitation.

Employees of the CESB and/or DSHS are not eligible to serve as a reference.

1. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
2. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
3. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____

**HHS ENTERPRISE CONTRACT AND PROCUREMENT SERVICES
TERMS AND CONDITIONS BELOW APPLY TO THIS CONTRACT**

1. RESPONSE REQUIREMENTS:

- 1.1. Respondent must show price per unit. Facsimile (fax) submissions will be accepted at the telephone number for fax submission stated in this document. The State shall not be responsible for failure of electronic equipment or operator error. Response must be submitted on form provided and returned to the location indicated.
- 1.2. Person signing response must have the authority to bind the firm in a contract.
- 1.3. Quote F.O.B. destination, freight prepaid and allowed. Otherwise, show exact delivery cost and terms.
- 1.4. Response must include Texas Identification Number (TIN), or Federal Employer's Identification Number (FEIN), full firm name and address of respondent on the response.
- 1.5. Additional terms and conditions attached to this solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

2. SPECIFICATION:

- 2.1. Catalog, brand names or manufacturer's references are descriptive only. Response must include the band name and model number for exact product that is being offered. Any manufacturers' names, trade names, brand names, or catalog numbers used in the specifications are there for the purpose of establishing and describing style, general performance, and quality levels. Such references are not intended to be restrictive, and bids are invited on these and comparable brands or products of any manufacture
- 2.2. No substitutions permitted without written approval of the HHS agency
- 2.3. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, NEMA, or FCC.
- 2.4. Respondent agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to use of products produced in the State of Texas when performing services under this contract.
- 2.5. Prior to the response submission deadline, a respondent may:
 - 2.5.1. (1) withdraw its response by submitting a written request to the HHS Agency Point of Contact, or
 - 2.5.2. (2) Modify its proposal by submitting a written amendment to the HHS agency Point of Contact. The HHS agency may request proposal modifications at any time.

3. SAFETY STANDARDS:

- 3.1. All electrical items shall meet applicable safety standards of the federal occupational safety and health administration (OSHA). By signature on the response the respondent certifies that item or item(s) offered meet these standards

4. REQUIRED AFFIRMATIONS: By signing this response the respondent affirms the following:

- 4.1. The respondent has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this solicitation.
- 4.2. Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(a), the respondent has not received compensation for participation in the preparation of specifications for this solicitation.
- 4.3. Antitrust - Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq. neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A., Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Texas Business & Commerce Code, Ann., Sec. 15.01, et seq. (1967).
- 4.4. Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b) and 2155.006, respondent certifies that the individual or business entity named in this solicitation or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 4.5. If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the respondent certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any respondent subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the response. This information must be provided prior to award

5. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 5.1. Responder certifies to the best of their knowledge and belief that by signing this solicitation response, the following:
 - 5.1.1. It is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension.
 - 5.1.2. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 5.1.3. It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency.
 - 5.1.4. It is not subject to an outstanding judgment in a suit against vendor for collection of the balance of a debt.
 - 5.1.5. Where vendor/responder is unable to certify to any of the statements in this article, vendor/responder shall attach an explanation.
 - 5.1.6. Vendor/Responder shall not contract with a sub recipient nor procure goods or services from a subcontractor, at any tier, which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.
 - 5.1.7. That none of the funds paid under this Contract will be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress or the state legislature or for obtaining any federal or state contract.

6. COMPLIANCE:

- 6.1. Awarded Vendor shall comply with any and all applicable federal, state, and local laws, including, but not limited to: The Immigration Reform and Control Act of 1986, All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 6.2. Respondent certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:
 - 6.2.1. Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position and Date of Employment with respondent

7. ACCESSIBILITY STANDARDS COMPLIANCE: Electronic and Information Resources Accessibility Standards, as Required by 1 TAC Chapter 213.

- 7.1. Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Vendor represents and warrants that technology to be provided to the HHS agency is in compliance with these requirements.
- 7.2. Vendor shall provide the HHS agency with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>).

Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the HHS agency with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

8. **SECURITY OF INFORMATION:** The HHS agency may be in possession of confidential information and material which require protection under applicable laws and regulations, as well as policies and procedures, of the State of Texas and the United States. Confidential information and material obtained within or from the HHS agency may not be discussed, communicated, copied, extracted, or used in any manner by Awarded Vendor other than in fulfillment of the contract resulting from this solicitation. All confidential material must be returned to the HHS agency on completion or as requested.
9. **AWARD:**
 - 9.1. The HHS agency reserves the right to waive minor informalities in a proposal and award a contract that is in the best interest of the State of Texas. A "minor informality" is an omission or error that, in the HHS agency's determination, if waived or modified when evaluating proposals, would not give a bidder an unfair advantage over other bidders or result in a material change in the response requirements. When the HHS agency determines that a response contains a minor informality, it may at its discretion provide the respondent with the opportunity to correct.
 - 9.2. The State reserves the right to make an award on the basis of low line item, low total of line items, or in any other combination that will serve the best interest of the State.
 - 9.3. Tie responses-Awards will be made in accordance with Texas Administrative Code, Title 34, Part 1, 20.36(b)(3) (Awards), and 20.38 (Preferences).
 - 9.4. A response to this solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become orders until a purchase order and/or contract is released by an HHS agency Purchasing Agent or designee through a written purchase order/contract. The contract shall be governed, construed, and interpreted under the laws of the State of Texas.
 - 9.5. Any contract resulting from this solicitation may be extended up to three months at the sole discretion of the State.
10. **DELIVERY:**
 - 10.1. Respondent must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Delivery shall be made during normal working hours only, unless prior approval has been obtained from the HHS agency.
 - 10.2. If delivery will be delayed, contractor shall notify the HHS agency. Default in promised delivery or failure to meet specifications authorizes the HHS agency to purchase goods and/or services elsewhere and charge full increase, if any, in cost and handling to defaulting Contractor. Any damages incurred by the HHS agency as a result of the default may also be assessed to the defaulting Awarded Vendor.
 - 10.3. Products delivered that fail to meet specifications or are not the actual item(s) awarded on the contract shall be rejected or returned at the vendor's expense. Item(s) will be purchased on the open market, and any resulting increase in price shall be charged to awarded vendor.
11. **CANCELLATION OR EARLY TERMINATION:**
 - 11.1. **CONVENIENCE:** The HHS agency reserves the right to terminate, in whole or in part without recourse or penalty 30 days written notice to the Contractor, of its intent to terminate the contract.
 - 11.2. **CAUSE OR DEFAULT** - This contract may be terminated immediately by the HHS agency for any failure of the awarded vendor(s) to comply with the terms and conditions of the contract.
 - 11.3. **EXCESS OBLIGATIONS** - Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.
12. **RESPONSIBILITY FOR NEGLIGENCE:** Awarded Vendor agrees to bear all risk of loss or damage to the product due to defects therein, unfitness or obsolescence thereof, and negligence or willful misconduct of Awarded Vendor or its employees, agents, or representatives.
13. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in performing its contract obligations if such failure or delay is due to any cause beyond the reasonable control of such party, including, but not limited to, unusually severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order or acts of God.
14. **PATENTS OR COPYRIGHTS:** Awarded Vendor(s) must defend, at its own expense, any action brought against the State of Texas to the extent that it is based on a claim that the product(s) supplied by Awarded Vendor or the operation of such product(s) pursuant to the current release and modification level on any programming aid, infringes a United States patent, copyright, or trade secret. Awarded Vendor(s) must pay those costs and damages finally awarded against the State of Texas in any such claim.
15. **WORK MADE FOR HIRE.** All work performed pursuant to this Contract, developed or prepared for the HHS agency, is the exclusive property of the HHS agency. All right, title and interest in and to said property shall vest in the HHS agency upon creation and shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in the HHS agency, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the HHS agency. The HHS agency shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give the HHS agency and the State of Texas, as well as any person designated by the HHS agency and the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.
16. **REPRODUCTION RIGHTS:** Awarded Vendor(s) agrees that the HHS agency is free to reproduce, without royalty, all manuals, publications, maintenance programs, diagnostics and documents for exclusive use by the HHS agency for State of Texas business. The HHS agency is free to reproduce, without royalty, necessary material selectively extracted from publications provided, for incorporation into the HHS agency-published manuals, which are for exclusive use by State-authorized systems. Any proprietary statement contained in any document will be referenced if that document, or any part thereof, is used.
17. **TEXAS PUBLIC INFORMATION ACT:** Responses submitted to this solicitation are subject to release by the HHS agency under Texas Government Code, Chapter 552 (Texas Public Information Act), unless responses, or specific parts thereof, can be shown to fall within one or more of the exceptions listed in the Act. If the Respondent believes that parts of a response are exempt from disclosure under the Texas Public Information Act, Respondent must specify those parts and the exception(s) that it believes apply, with specific detailed reasons. Vague and general claims to confidentiality are not acceptable; the HHS agency must have sufficient information to give to the Attorney General of Texas if his/her opinion is requested. The Attorney General of Texas has previously ruled that the exception in Texas Government Code, Section 552.014 (advantage to competitors or respondents), generally does not apply after the contract has been awarded.
18. **REQUESTS FOR INFORMATION** The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this Contract to any party other than the HHS agency and its authorized agents except as otherwise provided by this Contract or after obtaining written permission of the HHS agency.
19. **INDEMNIFICATION:** Awarded Vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Awarded Vendor or any agent, employee, subcontractor, or supplier of Awarded Vendor in the execution or performance of this contract.
20. **RIGHT TO AUDIT:** Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

21. **DEFAULT:** Contractor shall comply with and act in good faith in the performance of all provisions of this Contract and any amendments.
22. **REMEDIES AND SANCTIONS:** In accordance with §2261.101, Government Code Remedies and Sanctions: – agencies shall incorporate language which shall hold contractors accountable for breach of contract or substandard performance without unfairly limiting competition.
- 22.1. The HHS agency may impose remedies and sanctions as described in this solicitation for Contractor's default under this Contract. The HHS agency at its own discretion may impose as many remedies and sanctions as appropriate on a case-by-case basis.
23. **RECORDS RETENTION:** Contractor must retain all invoices, records and other documents pertinent to this contract until four (4) years following the expiration or termination of this contract, until any audits in progress are completed or until any lawsuits relating to this contract are resolved whichever is later.
24. **PAYMENT:** Prior to any payment being made, the HHS agency must certify that the goods and services being invoiced have been received and accepted. Awarded Vendor shall submit an itemized invoice showing the HHS agency purchase order or contract number. Payment shall be made in accordance with the Texas Government Code, Chapter 2251 (Texas Prompt Payment Act).
25. **ASSIGNMENT BY CONTRACTOR:** Awarded Vendor shall not assign all or any portion of its rights under or interests in this contract without prior written consent of the HHS agency contract manager. Any written request for assignment must be accompanied by written acceptance of the assignment by the assignee. Except where otherwise agreed in writing by the HHS agency contract manager, assignment will not release Awarded Vendor from its obligations pursuant to this contract.
26. **PAYMENT OF CONTRACTOR DEBT:** In accordance with Texas Government Code, Section 403.055(h), Respondent agrees that any payments due to the Awarded Vendor under this contract will be applied toward any debt, including but not limited to delinquent taxes and child support, which is owed by the Awarded Vendor to the State of Texas. Payments will be so applied until such debts and back taxes are paid in full. Federal law may super cede this requirement.
27. **DISCLOSURE OF INFORMATION:** The Comptroller General of the United States, or any of its duly authorized representatives, must have access to any books, documents, papers and records of the Awarded Vendor which are directly pertinent to this contract.
28. **GOVERNING LAW:** This contract is being executed and delivered to the State of Texas. This contract is intended to be performed in the State of Texas and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this contract. The venue of any suit brought as a result of the contract/agreement shall be held in any competent court of jurisdiction in the county in which the goods and services are received. If any part of the contract shall be held unenforceable, the rest of the contract will nevertheless remain in full force and effect. The contract represents the entire agreement of the parties; any amendment thereof must be in writing and signed by the parties.
29. **DISPUTE RESOLUTION:** The dispute resolution process, provided for in Texas Government Code, Title 10, Chapter 2260, shall be used by HHS Agency and the contractor to attempt to resolve any claim for breach of contract made by the contractor.
30. **COMPLIANCE WITH STATE AND FEDERAL ANTI-DISCRIMINATION LAWS**
- 30.1. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation: 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.); 2) Sec. 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); 3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); 4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); 5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); 6) Food Stamp Act of 1977 (7 U.S.C. §200 et seq.); 7) HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement. Contractor agrees to comply with all amendments to the referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- 30.2. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. CONTRACTOR agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- 30.3. Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- 30.4. Upon request, Contractor will provide THE HHS agency with copies of all of the Contractor's civil rights policies and procedures.
- 30.5. Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to: HHSC Civil Rights Office, 701 W. 51st Street, mail code W206, Austin, Texas 78751. Phone toll free: (888) 388-6332; phone: (512) 438-7232; TTY Toll free: (877) 432-7232; Fax: (512) 438-5885