



Request for Proposals (RFP)

Early Childhood Intervention (ECI) Contract Structure Consulting Services

RFP No. 538-10-17077

Date of Release: November 20, 2009

Due Date and Time: January 7, 2010, 2:00 pm (CDST)

CPA Class/Item Code: 918-67

Preproposal Conference: A preproposal conference will be conducted via webinar on December 11, 2009 at 2 pm (CDST). Section 1.7 contains information on participating in the webinar.

HHSC Point of Contact

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

Elizabeth Ward, CTPM
Contract Administrator
Enterprise Contract and Procurement Services (ECPS)
4405 North Lamar Blvd.
Austin, TX 78756-3422

Phone: 512-206-5416
Fax: 512-206-5511
elizabeth.ward@hhsc.state.tx.us

1. GENERAL INFORMATION

1.1 Purpose

The State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks to establish a contract with an individual or firm to perform Early Childhood Intervention (ECI) Contract Structure Consulting Services for the Department of Assistive and Rehabilitative Services (DARS) in accordance with the scope of work contained in this Request for Proposals (RFP).

1.2 Overview of the Health and Human Services Commission

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531, and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Thomas Suehs, Executive Commissioner of Health and Human Services.

1.3 HHSC's Basic Philosophy: Contracting for Results

HHSC's fundamental commitment is to contract for results. HHSC defines a successful result as the generation of defined, measurable, and beneficial outcomes that satisfy the contract requirements and support HHSC's missions and objectives. This RFP describes what is required of the Consultant in terms of services and deliverables, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the Consultant.

1.4 External Factors

HHSC's award of a consulting contract is contingent upon the receipt of a finding of fact from the Texas Governor that the consulting services are necessary. Other external factors may affect the project, including budgetary and resource constraints. Any contract resulting from the RFP is subject to the availability of state and/or federal funds. As of the issuance of this RFP, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC reserves the right to withdraw the RFP or terminate the resulting contract without penalty.

1.5 HHSC Point of Contact

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

Elizabeth Ward, CTPM
Contract Administrator
Enterprise Contract and Procurement Services (ECPS)
4405 North Lamar Blvd.
Austin, TX 78756-3422

Phone: (512) 206-5416
Fax: (512) 206-5511
elizabeth.ward@hhsc.state.tx.us

All communications relating to this RFP must be directed to the HHSC contact person named above. All communications between respondents and other HHSC staff members concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.

1.6 Procurement Schedule

The following table documents the critical pre-award events for the procurement. All dates are subject to change at HHSC's discretion.

RFP Release Date	November 20, 2009
Preproposal Conference (webinar)	December 11, 2009, 2 pm (CDST)
Vendor Questions Due	December 15, 2009, 5 pm (CDST)
HHSC Posts Responses to Vendor Questions	December 18, 2009
Proposals Due	January 7, 2010, 2 pm (CDST)
Anticipated Contract Start Date	February 15, 2010

1.7 Preproposal Conference

A preproposal conference will be conducted via webinar on December 11, 2009 at 2 pm (CDST). Information and registration for the webinar will be available at the following link:

<https://www1.gotomeeting.com/register/423976880>.

To access the webinar, respondents will be sent a separate link and telephone number in a confirmation e-mail after registering for the webinar. If a respondent is not able to attend the preproposal conference, the respondent should notify the point of contact identified in Section 1.5 above to request access to the archived webinar presentation.

1.8 Questions and Comments

All questions and comments regarding this RFP should be sent to the HHSC Point of Contact (see Section 1.5). Questions must reference the appropriate RFP page and section number, and must be submitted by the deadline set forth in Section 1.6. HHSC will not respond to questions received after the deadline. HHSC's responses to vendor questions will be posted to the [Electronic State Business Daily](#). HHSC reserves the right to amend answers prior to the proposal submission deadline.

Respondents must notify HHSC of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline for submitting questions and comments. If a respondent fails to notify HHSC of these issues, it will submit a proposal at its own risk, and if awarded a contract: (1) shall have waived any claim of error or ambiguity in the RFP or resulting contract, (2) shall not contest HHSC's interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief or time by reason of the ambiguity, error, or its later correction.

1.9 Instructions for Submitting Proposals

Submit one (1) original, four (4) hard copies of the proposal, and two (2) electronic copies of the proposal on a portable media, such as a compact disk, compatible with Microsoft Office 2000. An authorized representative must manually execute the original proposal. HHSC will not accept telephone and facsimile proposals. Any disparities between the contents of the original printed proposal and the electronic proposal will be interpreted in favor of HHSC.

1.10 Submission

Submit all copies of the proposal to HHSC's ECPS Division no later than January 7, 2010, 2 pm (CDST). All submissions will be date and time stamped when received by ECPS. The clock in the ECPS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the respondent's responsibility to appropriately mark and mail or deliver the proposal to HHSC at the below address by the specified date.

**HHSC Enterprise Contract and Procurement Services Division
Elizabeth Ward, CTPM
Phone: (512) 206-5416
Contract Administrator
4405 North Lamar Boulevard
Austin, Texas 78751**

All proposals become the property of HHSC after submission.

1.11 Additional Requirements

All proposals must be:

- clearly legible;
- sequentially page-numbered and include the respondent's name at the top of each page;
- organized in the sequence outlined in Section 3.;
- bound in a 3-ring binder or other suitable folder;
- correctly identified with the RFP number and submittal deadline;
- responsive to all RFP requirements;
- typed on 8½ by 11" paper;
- in Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

Proposals may not include materials or pamphlets not specifically requested in this RFP.

1.12 Modification or Withdrawal of Proposal

Prior to the proposal submission deadline set forth in Section 1.10, a respondent may: (1) withdraw its proposal by submitting a written request to the HHSC Point of Contact, or (2) modify its proposal by submitting a written amendment to the HHSC Point of Contact. HHSC may request proposal modifications at any time.

HHSC 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 HHSC's determination, if waived or modified when evaluating proposals, would not give a respondent an unfair advantage over other respondents or result in a material change in the proposal or RFP requirements. When HHSC determines that a proposal contains a minor informality, it may at its discretion provide the respondent with the opportunity to correct.

1.13 Contract Type and Term

On behalf of the Department of Assistive and Rehabilitative Services (DARS), the HHSC Enterprise Contract and Procurement Services (ECPS) will award a contract for Early Childhood Intervention (ECI) Contract Structure Consulting Services. The initial contract period will be from the date of the purchase order issued by ECPS through August 31, 2010.

ECPS reserves the right to extend the term of the contract for one additional twelve month period, or as necessary to complete all services ordered under the contract.

DARS will retain an option (without additional competitive procurement) to amend and increase the contract for additional related services either for

- o related services not required in the contract during the contract period, or
- o for additional services related to the study after the contract deliverables have all been accepted.

Such increases will be negotiated separately and documented as contract amendments signed by the parties. The total of the increases will not be more than 25% of the original contract, and the additional services will not extend past August 31, 2011.

1.14 Payments

Payments will be made to the Consultant for the items listed on the Proposal Form. Prior to authorizing payment to the Consultant, DARS shall evaluate the Consultant's performance using the performance standards set forth in all documents constituting the contract. Consultant shall provide invoices to DARS for the completed reports. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Payments shall be processed only after the individual reports are approved and accepted by DARS.

DARS shall make all payments in accordance with the Texas Prompt Payment Act, Government Code, Chapter 2251. Payments under this contract are subject to the availability of appropriated funds. Consultant acknowledges and agrees that payments for services provided under this contract are contingent upon DARS receipt of funds appropriated by the Texas Legislature.

1.15 Contract Elements

The term "contract" means the contract or purchase order issued as a result of this RFP and all exhibits thereto. At a minimum, the following documents will be incorporated into the contract: this RFP and all attachments and exhibits; any modifications, addendum or amendments issued in conjunction with this RFP; [HHSC's Uniform Contract Terms and Conditions \(UTCs\), Version 1.4](#); and the successful respondent's proposal, and any revised proposal or Best and Final Offer (BAFO).

One or more of the "Special Terms" located in Article 16 of the UTCs may apply to the contract, and HHSC reserves the right to negotiate additional contract terms and conditions. Respondents are responsible for reviewing the UTCs and noting any exceptions, reservations, and limitations on the Respondent Information and Disclosures form.

1.16 Proposal Evaluation

HHSC will use a formal evaluation process to select the successful respondent. HHSC will consider capabilities or advantages that are clearly described in the proposal, which may be confirmed by technical discussions, oral presentations, site visits, demonstrations, and references contacted by HHSC. HHSC reserves the right to contact individuals, entities, or organizations that have had dealings with the respondent or proposed staff, whether or not identified in the proposal.

HHSC may more favorably evaluate proposals that offer no or few exceptions, reservations, or limitations to the terms and conditions of the RFP, including HHSC's UTCs.

1.17 Evaluation Criteria

Evaluation of Proposals will be based on the following criteria and corresponding relative weights.

EVALUATION CRITERIA	RELATIVE WEIGHT
Technical Approach	40%
Key Personnel	30%
Price	20%
Past Performance	10%
TOTAL	100%

NOTE: If other considerations are equal, HHSC will give preference to a consultant with a principal place of business in the State of Texas, or a consultant who will manage the contract from an office in Texas.

1.18 Initial Compliance Screening

HHSC will perform an initial screening of all proposals received. Unsigned proposals and proposals that do not include all required forms and sections are subject to rejection without further evaluation.

In accordance with Section 1.12, HHSC reserves the right to waive minor informalities in a proposal and award contracts that are in the best interest of the State of Texas.

1.19 Competitive Range Determinations

HHSC may determine that certain proposals are within the competitive range for admission to technical discussions (discussions). The competitive range consists of the proposals that receive the highest or most satisfactory evaluations, and that don't include some component that renders the proposal infeasible. HHSC may, in the interest of administrative efficiency, place reasonable limits on the number of proposals admitted to the competitive range.

1.20 Discussions with Respondents

Discussions may be carried out with respondents that are within the competitive range, after which revised proposals may be requested. Discussions may be conducted for purposes of:

- o Clarifying and discussing any aspect of a proposal;
- o obtaining clarification of proposal ambiguities;
- o requesting modifications to a proposal;
- o obtaining, or providing instructions for submitting, a revised proposal.

HHSC may select a proposal for award without any discussions, or may elect to hold discussions with only the single most highly qualified respondent.

HHSC reserves the right to award in part, to reject any or all proposals in whole or in part, or to waive technical defects, minor irregularities and omissions in proposals if, in its judgment, it is determined to be in the best interest of the State of Texas. HHSC also reserves the right to cancel this RFP at any time.

2. SCOPE OF WORK

2.1 Background

DARS administers the Early Childhood Intervention (ECI) Program in Texas. The services are funded by:

- Individuals with Disabilities Education Act (IDEA), Part C,
 - IDEA, Part B,
 - Medicaid,
 - Temporary Assistance to Needy Families (TANF),
 - Children's Health Insurance Program (CHIP),
 - Texas Foundation School Funds,
 - other state appropriations,
 - local governments,
 - private contributions,
-

- private health insurance and
- individual family cost share.

Currently, actual services are arranged and delivered to families through 58 local ECI contractors, which are mainly local governmental entities, with some non-profit organizations. There are three categories of services: 1.) services that are not specific to any one family, but provide information to potential families and referral sources about ECI services, including how to locate and access services; 2.) services that are available to any family that might conceivably be eligible to become enrolled, e.g. assessment and eligibility determination; and 3.) services that are available only to families that do become enrolled in ECI services, e.g. development of a service plan and delivery of services on the plan.

DARS will publish two RFPs. This RFP seeks a consultant to research feasible contract structures for the three categories of services, including a review other states' federal IDEA, Part C ECI contract structures, and make a recommendation for a contract structure that will work best in Texas.

It is expected that the Consultant may recommend adoption of some parts of one or more other states' models, adoption of another state's complete model, with some minor or major modifications, or adoption of a combination of different parts of other contract structures. The Consultant will need to specify what changes are needed, if any, to adopt the structure for Texas. Whatever the Consultant recommends, the new contract structure must:

- clearly set forth the requirements for the three categories of ECI services (the non-specific services to families, the services provided during the pre-eligibility phase, and the services provided after eligibility determination and enrollment),
- maximize the ability of a local contractor to provide quality services for the service categories,
- promote and support a local contractor to attain the best possible outcomes for the children who receive ECI services, and
- implement the program in compliance with IDEA, Part C.

The recommendation will include the advantages and disadvantages of the recommended structure and two additional alternatives.

The recommendation and alternatives must also include how issues identified by ECI are being addressed. A small group of ECI stakeholders' comments will be developed into a stakeholder report that will be issued on or about December 1, 2009. The report will contain information about the core direction for ECI and specifically will address the following:

- The aspects of the ECI system (services and strategies) that are the most important to ensure positive outcomes for children and families,
- The strengths and challenges of the current ECI system that impact the quality of the program,
- What other early childhood service systems support or could support aspects of ECI and the needs of the families,
- Services that ECI provides that are not available from any other programs or service systems, and services that ECI does not provide that are available from other programs/service systems, and
- Changes necessary to the current ECI service delivery system to ensure it is aligned with the identified strengths and priorities

DARS will publish a second RFP in February, 2010, that will seek recommendations on a payment structure and accounting for the method(s) of finance for the new contract structure that will

- facilitate DARS and the local contractor's ability to maximize all available federal funds,

- allow the local contractor to account for funds received from the multiple federal and state funding sources in compliance with all federal and state laws, rules and regulations,
- streamline the administration of the local contractor's ECI services in a way that minimizes the administrative burden at local level as well as at the State level, and
- allow DARS to modify the payment structure of the contract(s).

2.2 Consultant Qualifications

DARS wishes to contract with an individual or firm that possesses:

- detailed knowledge and understanding of how other states structure their contracts for the delivery of services in other states, including federal guidelines and laws, rules and regulations that IDEA, Part C grantees must operate within,
- knowledge of complex contract structures, especially structures that create an incentive for sub-recipient contractors to provide quality services efficiently and effectively,
- knowledge of the Texas ECI service delivery system, and
- the ability to research, understand and communicate how the contract structure and service delivery system in other states allows all of the funding streams, including Medicaid, IDEA Part C, other federal or state public insurance, private insurance programs, local funds, and family cost share to fund the ECI services.

In addition, the proposer's experience and qualifications will be evaluated based on resumes, specific staff client references and key staff interviews performed during technical discussions. The Consultant must demonstrate both the ability and detailed plan to understand IDEA Part C program goals, processes, and factors impacting quality in conjunction with the goals, processes and requirements in all associated funding streams.

2.3 Consultant Responsibilities

HHSC anticipates awarding a contract as a result of this RFP on or about February 12, 2010. Due dates for various activities and deliverables required under the scope of work are stated below. These dates are subject to change pending final negotiations with the successful respondent.

Work to be performed by the Consultant includes the following:

1. Work Plan: Within 7 calendar days after award, submit a work plan to DARS for the scope of work that includes decision points and a time line for the project.
2. Orientation Meeting: Within 10 calendar days after award, attend an orientation meeting (lasting approximately six hours) with DARS ECI at the DARS headquarters in Austin.
3. Initial Report: Within 60 calendar days after award, submit an initial written report of a recommendation for a primary contract structure for all ECI services in Texas and at least two alternative contract structures. The initial report shall be a finished and accepted document containing the preliminary opinions of Consultant. It is not intended to be a rough draft.

Note the following regarding the initial report:

- a. An in-depth analysis is required of the IDEA Part C contract structures of ECI program operations in several states, including mid to large size states, which would be feasible to implement in Texas. Analysis shall include the review of pertinent data and information, as well as conducting interviews with relevant resources.
- b. The infrastructure in Texas, e.g. if applying a model with a county infrastructure from another state, how it would be adjusted for Texas, as well as what types of organizations or providers hold the expertise, capacity and skills to provide the different categories of services should be

considered. This must be included in the initial written report and used as part of the justification for the recommended contract structure/service delivery system in Texas.

- c. Contract structure refers to the number of types of contracts, payment methodology, interplay or non-interplay between the contracts or services and other contract components that may be different depending on the service category. The contract structure(s) may include more than one type of contract to deliver the three different categories of ECI services. The Consultant will draw on information from other states including programmatic implications of the proposed contract structure options and include these in the initial report.
- d. The contract structure options must be consistent with federal laws, rules, and regulations, must be able to be implemented on a statewide basis, must align with industry standards and public sector best practices, and must comply with applicable State of Texas law.
- e. The initial report will include discussion of how the contract structure will allow all of the federal funding streams, including Medicaid, IDEA Part C, other federal or state public insurance, private insurance programs, local funds and family cost share to fund the ECI services effectively within the constraints of the separate funding streams.
- f. The initial report will include background data (analysis of other contract structures including other state's ECI contract structures, program implications and ability of other states to use available federal funding), findings, discussion of findings and basis for Consultant's recommendations. The report will contain at least three options and recommendation for the primary contract structure(s). Within the report, each of the contract structure/service delivery system options will include justification of how the following items are supported as well as identification of issues for the potential ECI contractor base:
 - quality program services as articulated by Federal performance measures (including child and family outcomes) and the stakeholder report on the core direction for ECI to be released on or about December 1, 2009;
 - reaching and serving eligible children;
 - contribution of local funding;
 - collection of Medicaid;
 - collection of private insurance;
 - fair and equitable services to children and families regardless of income and type of insurance; and
 - compliance with requirements of the sources of funding used.

For the recommended primary contract structure and each of the two recommended alternative contract structures, the Consultant will specify:

- The primary cost drivers for each contract structure, and
 - The service oversight and cost monitoring mechanisms for each structure.
4. Presentation of Initial Report: Within 10 calendar days after the initial report is submitted to DARS, Consultant shall make a presentation on the initial report to DARS representatives and various DARS stakeholders at the DARS headquarters in Austin. The presentation shall include an explanation of the recommendations and alternatives. Applicable feedback regarding the initial report shall be incorporated by the Consultant into the final report.
 5. Final Report: Within 75 calendar days after award, submit the final report which will include notations of significant positive, negative or notable DARS and stakeholder feedback resulting from the presentation. The final report will contain all supporting back up documentation related to the recommendations, including the two alternatives, as well as an Executive Summary.

6. Project Updates: On a weekly basis, Consultant shall provide the DARS Contract Manager a brief project status update on the progress of the work, in a format to be determined by DARS and the successful respondent.
7. Work to be performed "As-Needed": In addition to the work described in 1-6 above, Consultant shall be available to meet with executive staff, within and outside the agency, and potentially legislative staff, to discuss recommendations and alternatives, explain research and findings, and the justification of the recommended contract structure, and issue additional revisions to the final report if requested.

Consultant shall be responsible for producing any requested materials for these meetings or other presentations. Requested materials shall be submitted to the DARS contract manager for review and approval prior to use.

For work to be performed "as-needed", Consultant's compensation shall be based on hourly rate(s), established through this RFP process, for the Consultant's personnel. Reimbursement will be limited to actual time participating in meetings or performing others services ordered by DARS. Compensation does not include time spent in transit to and from meetings.

Travel-related costs for work to be performed "as-needed" shall be reimbursed per the State of Texas Travel Guidelines. Information regarding these guidelines is located at:
<https://fm.x.cpa.state.tx.us/fm/travel/index.php>.

2.4 DARS Responsibilities

During the term of contract, DARS will assist the Consultant with the following:

- Coordination with relevant personnel and resources for purposes of conducting interviews, and
- obtaining data and information from DARS and the ECI contractors.

DARS will prepare information including:

- background and context for this and other ECI program evaluation initiatives,
- current contract structure and accounting process,
- names of additional contacts to provide information/feedback about current Texas contract structure and implications for program operations,
- historical sources of funding at local level,
- HHSC Medicaid contacts.

2.5 Deliverables

Consultant shall provide the following deliverables during the term of contract.

- a. Work Plan as described in Scope of Work, 2.3.
- b. Initial report as described in the Scope of Work, 2.3.
- c. Final report as described in the Scope of Work, 2.3.

2.6 Performance Measures

DARS will monitor the performance of the contract issued under this RFP. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standards, customs, and practices.

Proper performance shall be characterized by the following:

- a. On-time delivery of the reports and documents described herein.
- b. Submission of the deliverables in a format negotiated by the parties and acceptable to DARS.
- c. Compliance with meetings and project updates as called for in 2.3 above.
- d. Professional conduct while attending all meetings necessary to perform the Work.

Failure to perform in accordance with these performance measures may result in termination of the contract.

3. PROPOSAL CONTENTS AND ORGANIZATION

Proposals should be placed in 3-ring binders, and organized as follows:

- TAB A TECHNICAL APPROACH: Describe your technical approach for meeting the objectives of the Scope of Work and for providing the initial report and final report. Include descriptions and/or illustrations for the following:
- a. Proposed activities, processes, and/or techniques to be utilized for accessing and organizing the data and information for analysis. Include a time line for illustration.
 - b. Proposed approach for developing the recommended contract structure and two alternatives as described in the Scope of Work. Include:

Your proposed plan for determining the applicability of the recommended contract structure(s) for Texas.

What different contract structures will be considered for review

What factors, funding source requirements need to be considered

How recently other state's systems have been reviewed

What data should be analyzed for making determinations etc.
- TAB B KEY PERSONNEL: Provide resume(s) of the individual(s) proposed for assignment to the project. Resumes should reflect relevant experience where available and illustrate why the proposed personnel are particularly well qualified to perform the work. For any proposed key personnel who are different than the personnel who performed the work under the contracts provided in past performance below, provide three (3) professional references with complete contact information.
- TAB C PAST PERFORMANCE: Provide examples of up to three (3) current or past contracts awarded to your firm for work similar to that described herein. For each example provide the client name, client point-of-contact name and phone number, period of performance, contract value, and scope of work performed. If available, provide a sample of a deliverable submitted for one of the contracts listed, e.g. sample report.
- TAB D PRICE: Complete the attached Proposal Form by providing your best proposed firm-fixed prices for the items shown and place the form behind this Tab.
- Prices must be inclusive of all costs related to producing the deliverables listed in 2.5 and attending the two (2) specified meetings in Austin (items 1-6 in 2.3, Consultant Responsibilities).
- Provide support documentation of your price proposal that includes a build up to the Total Price showing which personnel, by job title (e.g. Senior Consultant, Junior Consultant, researcher etc.) will participate in the work, including their proposed level of effort and rate, i.e. total number of hours by personnel and their associated hourly rate.

The rates for the various personnel shall serve as the basis for establishing the hourly rates to be utilized for work to be performed “as-needed”.

TAB E **CERTIFICATIONS AND OTHER REQUIRED FORMS:** Respondents must submit the following required forms with their proposals:

Child Support Certification;

Nondisclosure Statement;

Required Certifications; and

Respondent Information and Disclosures.

Required forms are located on the HHSC, under the “Business Opportunities” link. At Business Opportunities, click on “Required Forms for all HHSC Procurements”.

4. GENERAL INSTRUCTIONS AND PROPOSAL REQUIREMENTS

4.1 Historically Underutilized Business Participation

Because the estimated value of this procurement is under one hundred thousand dollars (\$100,000.00) and/or DARS has determined that HUB subcontracting opportunities are not probable, respondents are **not** required to submit [HUB Subcontracting Plans](#) (HSPs) with their proposals. Upon contract award, however, if directed by DARS, the Consultant shall submit monthly reports to DARS HUB Office, in the format prescribed by DARS HUB Office. The reports may require that a narrative description of the Consultant’s HUB program efforts and accomplishments, and financial information reflecting payments to HUBs be included.

4.2 Corporate Guarantee

If the respondent is substantially or wholly owned by another corporate (or other) entity, DARS 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.

4.3 Bonding

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

4.4 Delegation of Authority

State and federal laws generally limit HHSC’s ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority, and (2) final decision-making authority on the acceptance or rejection of contracted services.

4.5 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either a respondent or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in DARS determination, would actually or apparently conflict or interfere with the Respondent’s contractual obligations to DARS. A conflict of interest would include circumstances in which a party’s personal, professional or financial interests or obligations may directly or indirectly:

make it difficult or impossible to fulfill its contractual obligations to DARS in a manner that is consistent with the best interests of the State of Texas;

impair, diminish or interfere with that party’s ability to render impartial or objective assistance or advice to DARS;

or provide the party with an unfair competitive advantage in future DARS procurements.

Neither the respondent nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, respondents should carefully review Article 12 of the Uniform Terms and Conditions for additional information concerning conflicts of interests.

A Respondent must certify that it does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract (see the Required Certifications form). 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 (see the Respondent Information and Disclosures form). DARS 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 potential conflicts of interest may result in DARS's disqualification of a proposal or termination of the contract.

4.6 Former Employees of a State Agency

Respondents must comply with Texas 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 some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.

As a result of such laws and regulations, a respondent must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, a respondent must disclose any relevant past state employment of the respondent's or its subcontractors' employees and agents in the Respondent Information and Disclosure form.

4.7 HHSC Amendments and Announcements Regarding this RFP

HHSC will post all official communication regarding this on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the RFP at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addendum issued by HHSC on the ESBD. Respondents should check the website frequently for notice of matters affecting the RFP.

4.8 RFP Cancellation/Partial Award/Non-Award

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

4.9 Right to Reject Proposals or Portions of Proposals

HHSC may, in its discretion, reject any and all proposals or portions thereof.

4.10 Costs Incurred

Respondents understand that issuance of this RFP in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by a respondent in the preparation of a response to this RFP. HHSC is not liable for any costs incurred by a respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing proposals, 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.

4.11 Protest Procedures

[Texas Administrative Code, Title 1, Part 15, Chapter 392, Subchapter C](#) outlines HHSC's respondent protest procedures.

4.12 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. A respondent’s failure to address or meet any mandatory requirement in a proposal may be cause for HHSC’s rejection of the proposal.

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, but will likely result in a less favorable evaluation.

4.13 Performance Measures and Associated Remedies

DARS will monitor the performance of the contract issued under this RFP. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

4.14 News Releases

Prior to award, a vendor may not issue a press release or provide any information for public consumption regarding its participation in the procurement. After award, a vendor must receive prior written approval from HHSC before issuing a press release or providing information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact identified in Section 1.5.

This Section does not preclude business communications necessary for a vendor to develop a proposal, or required reporting to shareholders or governmental authorities.

4.15 Incomplete Proposals

HHSC may reject without further consideration a proposal that does not include a complete, comprehensive, or total solution as requested by the RFP.

4.16 State Use of Ideas

DARS reserves the right to use any and all ideas presented in a proposal unless the respondent presents a valid legal case that such ideas are trade secret or confidential information, and identifies the information as such in its proposal. A respondent may not object to the use of ideas that are not the respondent’s intellectual property and so designated in the proposal that: (1) were known to DARS before the submission of the proposal, (2) were in the public domain through no fault of DARS, or (3) became properly known to DARS after proposal submission through other sources or through acceptance of the proposal.

4.17 Property of DARS

Except as otherwise provided in this RFP or the resulting contract, all products produced by a respondent, including without limitations the proposal, all plans, designs, software, and other contract deliverables, become the sole property of DARS.

4.18 Copyright Restriction

By submitting a proposal to this RFP, the Respondent grants license to DARS and to the United States Department of Education (DOE) to reproduce and distribute copies of the proposal and any related documents attached to the proposal for the purpose of a) evaluation; b) negotiation; or c) in response to an inquiry submitted in accordance with the Public Information Act, Texas Government Code, Chapter 552. In addition, the DOE and DARS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or State government purposes: a) the copyright in any work developed under this contract or under a sub-contract of it; and b) any rights of copyright to which a contractor purchases ownership with support from this contract.

4.19 Additional Information

By submitting a proposal, the respondent grants DARS the right to obtain information from any lawful source regarding the respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct, (2) ability to supply the goods and services, and (3) ability to comply with contract requirements. By submitting a proposal, a respondent generally releases from liability and waives all claims against any party providing DARS information about the respondent. DARS may take such information into consideration in evaluating proposals.

4.20 Multiple Responses

A respondent may only submit one proposal as a prime contractor. If a respondent submits more than one proposal, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more respondents submitting proposals.

4.21 No Joint Proposals

HHSC will not consider joint or collaborative proposals that require it to contract with more than one respondent.

4.22 Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the respondent. No subcontract under the contract shall relieve the respondent of the responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

4.23 Texas Public Information Act

Proposals will be subject to the Texas Public Information Act (the Act), located in [Chapter 552 of the Texas Government Code](#), and may be disclosed to the public upon request. Subject to the Act, respondents may protect trade secret and confidential information from public release. If the respondent asserts that information provided in the proposal is trade secrets or other confidential information, it must be clearly marked such information in boldface type and include the words "confidential" or "trade secret" at top of the page. Furthermore, the respondent must identify trade secret or confidential information, and provide an explanation of why the information is excepted from public disclosure, on the Respondent Information and Disclosures form.

HHSC will process any request from a member of the public in accordance with the procedures outlined in the Act. Respondents should consult the Texas Attorney General's website (www.oag.state.tx.us) for information concerning the Act's application to proposals and potential exceptions to disclosure.

4.24 Publication of Major Contracts

[Texas Government Code §2177.052](#) requires HHSC to provide the copies of "major contracts" to the Texas Comptroller of Public Accounts (CPA) and post information concerning these contracts on the [Electronic State Business Daily](#). The law defines a "major contract" as a contract with an expected value of at least five million dollars, computed as the initial value of the contract or the total value of the contract after all potential term extensions. If the contract resulting from this procurement falls within the law's definition of a "major contract," the CPA will provide the public with access to all contract documents. This includes the proposal, unless the respondent can demonstrate that all or part of the proposal is excepted from disclosure under the Texas Public Information Act. In such cases, the respondent will be responsible for preparing, for HHSC's approval, an appendix that describes the exempt information contained in the proposal without disclosing its content, as required by [Texas Government Code §2177.052\(e\)](#).

4.25 HHSC's Administrative Rules

HHSC has adopted the CPA's HUB rules as its own. HHSC's rules are located in [Title 1, Part 15, Chapter 392, Subchapter J](#) of the Texas Administrative Code, and the CPA rules are located in [Title 34,](#)

[Part 1, Chapter 20](#). If there are any discrepancies between HHSC's administrative rules and this RFP, the rules shall take priority.

PROPOSAL FORM

Propose your best firm-fixed prices for the items listed below.

Provide support documentation of your price proposal as instructed in 3.0 PROPOSAL CONTENTS AND ORGANIZATION, PRICE.

Place this form and the additional documentation behind TAB D.

Item	Description	Unit	Price
1.	Initial Report	Lump Sum	\$
2.	Final Report	Lump Sum	\$
	TOTAL	Lump Sum	\$