



TEXAS BEHAVIORAL HEALTH EXECUTIVE COUNCIL

REQUEST FOR OFFERS

Continuing Education Tracking System

RFO No. 510-24-0002

February 2, 2024

Anticipated Schedule of Event

February 2, 2024	Issuance of RFO
February 16, 2024	Deadline for Submission of Questions
March 1, 2024	Release of Official Responses to Questions (or as soon thereafter as practical)
March 29, 2024	Deadline for Submission of Offers
January 1, 2025	<i>Services Commencement Date</i> (or as soon thereafter as practical)

The Respondent's authorized agent must sign below. By signing this document, the Respondent acknowledges that all information contained in the document is true and correct and that Respondent agrees to comply with all terms and conditions. Failure to sign this document will disqualify your response. By signing this proposal, Respondent certifies that if a Texas address is shown as the address and qualifies as a Texas Vendor as defined in 34 TAC Rule 20.25(75).

Signature

Title

Date

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I. SUMMARY.

- A. **Type of Submission:** Request for Offers (RFO)
- B. **Issuing Office:** Texas Behavioral Health Executive Council
George H.W. Bush State Office Building
1801 Congress, Ste 7.300
Austin, Texas 78701
- C. **Additional Requirements/Qualifications:** N/A
- D. **Responses to RFO:** Sealed Competitive Offers
- E. **Deadline for Offers:** March 29, 2024
- F. **Initial Contract Term:** Date of Award to August 31, 2025
- G. **BHEC Optional Contract Terms:** September 1, 2025 through August 31, 2027
- H. **BHEC Contact Person for this RFO:** Darrel Spinks, Executive Director
darrel.spinks@bhec.texas.gov
- I. **Offers Submitted by Email:** Required; See Section VII.A.
- J. **Offers Submitted by Fax:** Not Acceptable
- K. **Pre-Offer Conference:** N/A
- L. **Pre-Offer Inspection:** N/A
- M. **Letters of Intent to Submit an Offer:** N/A
- N. **RFO Addenda:** BHEC reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the Electronic State Business Daily (ESBD) as an Addendum. It is the responsibility of interested parties to periodically check the ESBD for updates to the RFO prior to submitting a Proposal. The Respondent's failure to neither periodically check the ESBD will in no way release the awarded Respondent from the requirements of "addenda or additional information" nor will any resulting additional costs to meet the requirements be allowed after the award(s).
- O. **Questions and Answers:** Questions regarding this RFO must be in writing and must be submitted to the BHEC Contact Person specified in Part H, no later than February 16, 2024. Telephone inquiries will not be accepted. Questions may be submitted by email to the email address specified in Part H. BHEC intends to post answers to the questions received on the ESBD on March 1, 2024, or as soon thereafter as practical.
- P. **Respondent Presentations:** N/A
- Q. **Evaluation of Offers under Best Value Standard (Section 2157.003 of the Texas Government Code):**

<u>Criteria</u>	<u>Weight</u>
Costs	10%
Compliance with CPA Specifications	50%
Implementation Services Proposal	25%
Respondent's Qualifications, Experience and Past Performance	15%

- R. Due to building access restrictions, Respondents will not be permitted to hand deliver Offers to the Issuing Office. Respondents are required to submit Offers electronically via email in accordance with Section VII, Part A of the RFO.

- S. **Contact with BHEC Staff:** Upon issuance of this RFO, employees and representatives of BHEC, other than the BHEC Contact Person identified in Section 1.H, will not discuss the contents of this RFO with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related Offer. This restriction does not preclude discussions between the parties to conduct business unrelated to this procurement.

II. SPECIFICATIONS.

A. Introduction

The Texas Behavioral Health Executive Council (Council) seeks a vendor to provide a solution that will allow licensees to record and track Continuing Education (CE) information required as part of obtaining and maintaining their Texas license. The Council requires five (5%) percent of the licensees eligible for renewal each month to undergo an audit for CE compliance. The selected vendor will provide a solution meeting the requirements for the Council to track and report on licensee CE requirements. The following requirements list the Council's needs from the system.

B. Background and History

The Council is a state agency operating under the authority of Chapters 501, 502, 503, 505, and 507 of the Texas Occupations Code. The Council was created by the 86th Legislature in 2019 following consecutive reviews of its member boards by the Sunset Advisory Commission. The Council consists of the Texas State Board of Examiners of Marriage and Family Therapists, Texas State Board of Examiners of Professional Counselors, Texas State Board of Examiners of Psychologists, and the Texas State Board of Social Worker Examiners. The Council is designed to play a central role in the regulation of behavioral health services and social work practice in Texas.

The mission of the Council is to protect and promote the welfare of the people of Texas by ensuring that behavioral health services and social work practice are provided by qualified and competent practitioners who adhere to established professional standards. This mission is derived from the duly enacted statutes governing each regulated profession, as well as the law creating the Council, and supersedes the interest of any individual or special interest group.

Additional information regarding the Council can be found at www.bhec.texas.gov.

C. Definitions and Acronyms.

For purposes of this RFO, the following definitions apply.

Acceptable Quality Level	The level of performance of requested services below which the contract will not be paid or damages may be assessed.
Addendum	A modification of the specifications issued by the Council and distributed to prospective Respondents prior to the opening of responses.
Best and Final Offer (BAFO)	A formal request made to selected Respondents for revisions to the originally submitted Proposal.
BHEC	Texas Behavioral Health Executive Council
Contract	The contract awarded because of this RFO and all exhibits thereto. This RFO, any Addendum issued in conjunction with this RFO, the successful Respondent's Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits

CE	Continuing Education
Council	Texas Behavioral Health Executive Council
Electronic State Business Daily (ESBD)	The ESBD is available on-line at http://www.txsmartbuy.com/sp .
FAQs	Frequently Asked Questions
Proposal	The response submitted by a vendor to the Council as a result of this solicitation.
Respondent	Any person or vendor who submits a Proposal in response to this solicitation.
Request for Offer (RFO)	The type of solicitation in this document.
Texas Administrative Code (TAC)	The official publication for administrative rules in Texas.

D. Cost

The vendor must offer a zero-cost solution, ensuring that the Council will not incur any expenses during the setup or future use of their services or software. This initiative aims to enhance operations, streamline processes, and bring efficiency to the Council and its licensees. The vendor commits to the following:

1. **Zero-Cost Contract.** The Council and vendor will execute a contract with no monetary obligation or payment from the agency for the vendor's performance.
2. **Free CE Portal Access.** Licensees and staff will have access to a CE portal that meets all agency requirements at no cost, both direct and indirect.
3. **Transparent Pricing.** The vendor commits to not imposing hidden or additional fees on licensees beyond those expressly authorized by the parties' contract.

E. Scope of Services

1. **Ownership Rights to Data**
The vendor must agree that any and all data provided to or collected by the vendor is owned exclusively by the Council, regardless of whether the data is publicly available.
2. The vendor must ensure that no data provided to or collected by it, regardless of whether the data is publicly available, will be used, sold, or shared by the vendor for any purpose other than the intended purpose of CE tracking for the Council. For purposes of clarity, this prohibition includes any and all personally identifiable or private information provided to or collected by the vendor from the Council or its licensees.
3. **CE Requirements**
Continuing education requirements refer to the information needed to capture, maintain, and provide specific CE data required by the Council and its member boards.

- a) The Council will be able to manage or retrieve the following information from the CE system:
 - i. The CE hours required by license type and by individual;
 - ii. Time period during which CE hours must have been successfully completed;
 - iii. Number of successfully completed hours;
 - iv. Hours carried forward from the last renewal period;
 - v. Hours to be carried forward to the next renewal period;
 - vi. Category (e.g., ethics, cultural diversity or competency, supervision) of successfully completed CE hours; and
 - vii. Data collection, data retention, data management, and reporting on completed or missing continuing education hours for all licensees.
- b) The vendor must provide a test account for the purpose of training Council staff on using the system.

4. **CE Management**

CE management is an administrative process that includes acquiring, validating, storing, protecting, and processing CE data to ensure its reliability for use by Council staff.

- a) The selected vendor will provide a mechanism to update CE requirements for each license type.
- b) The selected vendor will provide a mechanism for the Council to access licensee specific CE requirements arising out of some administrative action by the Council.
- c) The selected vendor will provide a mechanism for the Council to access deadline dates and a timeframe to complete CE requirements based on the expiration date for each license.
- d) The vendor will provide a link to the Council that directs licensees to the vendor's CE portal for the purpose of reviewing their CE hours or submitting the successful completion of CE hours.

5. **Data Access**

Data access refers to the Council's ability to access, store, move, manipulate, or retrieve stored data within the CE system, making the process more transparent and accessible.

- a) At the end of the contract, the Council will be able to download the following information, in a single table, for all licensees:
 - i. Licensee Name (Last, First, Middle)
 - ii. License Type
 - iii. License Number
 - iv. Course Name and Date
 - v. Course Category (e.g., ethics, cultural diversity or competency, supervision)
 - vi. Course Hours Earned

- b) At the end of the contract, the Council and licensees will be able to download all uploaded CE certificates: (**See Appendix A through D** for detail categories linked to each license type)
 - i. A table with licensee number
 - ii. License Name (Last, First, Middle)
 - iii. Certificate file name
 - iv. A compressed archive
 - v. Certificates by file name

6. CE Data Collection

Data collection involves the gathering, managing, and tracking of CE hours earned by each licensee and storing the data over multiple years.

- a) The selected vendor will host all data and provide for the following:
 - i. Uploading and downloading the data through the Council's gateway.
 - ii. The selected vendor will host all data and provide for a method (i.e., flat file, API) to upload the licensee data from the Council's database, including:
 - Individual Licensee Information
 - New License Data
 - Modifications to existing licensee data
- b) The selected vendor will provide an API to interface with the Council's database so that upon submission of the appropriate transaction in the database (i.e. renewal), there is a check against the data in the CE tracking system to determine the CE completion status and return the result to the Council's database (i.e. Compliant or Not Compliant).
- c) For each CE course, the selected vendor will gather the following information from the licensee:
 - i. Course Provider
 - ii. Course Title
 - iii. Date(s) of Course
 - iv. Course Category (e.g., ethics, cultural diversity or competency, supervision)
 - v. Credits/Hours earned.
- d) The selected vendor will provide storage of electronic copies of completed CE certificates.
- e) The CE software will automatically calculate the sum of all CE's and CE categories combined when entered by a licensee.
- f) The CE software will automatically calculate "overlapping" continuing education credits reported from the previous period.
- g) Provide an accurate and comprehensive record of a licensees' CE data to help them meet the requirements of their profession and demonstrate their competency to practice.

7. CE Data Reporting

Data reporting is the process of generating reports specified by the vendor or Council staff. The selected vendor will provide the Council the following:

- a) The ability to create and run customized reports and reporting options.
- b) The ability to provide compliance reports demonstrating licensees have completed the required CE hours to maintain their license.
- c) The ability to ensure the accuracy and completeness of the reported CE data.
- d) The real-time ability to monitor performance and track progress through visual representations of CE data.
- e) The ability to present the collected CE data in a format that is easy to understand and interpret.
- f) The ability to view an individual's CE or run reports on groups of individuals.
- g) The ability to query the vendor's database to view licensee's CE information. The following information must be displayed:
 - i. License Type
 - ii. License Number
 - iii. License Name (Last, First, Middle)
 - iv. Number of Credit/Hours for each course taken
 - v. The sum of all CE/Hours for each course taken
 - vi. The sum of hours remaining in each category.
- h) The ability to run standard summary reports on CE data.
 - i. Access to, and the ability to run reports on, all licensees using the CE system.
 - ii. A downloadable report for an individual or a group of individuals and search function for licensees who are using the CE tracking system.
 - iii. The vendor must provide a mechanism for the Council to submit requests for data extraction of information from the vendor's database tables or combination of tables to generate customized Structured Database Query reports.

8. CE Data Retention

Data retention involves the collection and storage of CE credit hours over multiple years to preserve the history of completed CEs for each license type.

- a) For all license types, the vendor will retain completed CEs submitted by a licensee and allow for additional license types to be added in the future.
- b) Data backup and recovery: Providing a robust data backup and recovery processes to ensure that CE data can be restored in the event of a disaster or data loss.
- c) Data retention period: Providing a minimum period for which CE data must be retained, in accordance with the agency's needs and regulatory requirements.
- d) Data accuracy: Ensure CE data is up-to-date, complete, and consistent, and that any errors are promptly corrected.
- e) The selected vendor will store the following licensee data:
 - i. License Type
 - ii. License Number
 - iii. License Name (Last, First, Middle)
 - iv. License Issuance Date (i.e., Rank Date)
 - v. Expiration Date

- vi. Hours carried forward from the last renewal period;
 - vii. Hours to be carried forward to the next renewal period;
 - viii. Proof of completed CE requirements in the form of scanned or electronic copies of certificates or other indicia of completion;
 - ix. CE credits/hours reported as being completed by the licensee.
- f) The selected vendor solution will preserve and retain – for a period of at least 60 months – CE data, including the type of CE’s the licensee has completed.
 - g) The vendor will allow a licensee to carry forward to the next renewal period, a maximum of 10 hours accrued during the current renewal period if those hours are not needed for renewal;
 - h) CE records that have not expired by the end of the contract will be transferred to the Council in an agreed upon format.

9. Data Transfer and Security

CE data management involves the management and transfer of all continuing education data submitted by the licensee and agency staff.

- a) The selected vendor will conform to the State of Texas Security policies and procedures for handling data.
- b) The vendor must provide a mechanism to ensure that the CE data is stored and managed securely, and that confidentiality, integrity, and availability of the data are maintained.
- c) The system must provide robust account security, designed to ensure the following:
 - i. A “master system account” is provided for the Council to use in administering its settings.
 - ii. Multiple permission levels are provided for agency staff including permissions to:
 - View licensee CE data.
 - Assign additional CE as required by Board action.
 - Create and run reports on CE data.
- d) If a security breach in the vendor’s computerized systems results in the unauthorized access or disclosure of any data:
 - i. The vendor is responsible for following Business and Commerce Code Section 521.053, Notification Required Following Breach of Computerized Data.
 - ii. The vendor will notify the Council of any breach of system security, regardless of whether the breach involved data provided by the Council or its licensees, data containing sensitive personal information, or data that was encrypted.
- e) Failure on the part of the vendor to comply with security standards may lead to the suspension or termination of this contract.
- f) If a security breach occurs on the part of the BHEC and is determined to be the fault of the agency, the vendor will not be held liable.
- g) The vendor will be responsible for securing a backup and for the preservation of any data within its control that does not reside on servers or cloud-based

storage systems (e.g., Texas Data Center Services) under the Council's control.

- h) Upon termination of the contract, the vendor, at the request of the Council, will return or destroy all Council information and provide written certification of return or destruction of this data within 72 hours.
- i) The selected vendor will provide a secure method to store data associated with the CE's required for all license types.

10. **System Help**

System help refers to a mechanism for technical assistance that allows agency staff to resolve issues by providing information relating to the general operation of the program as well as troubleshooting.

- a) The vendor must provide technical support for the CE Tracking System and its website.
- b) The vendor must provide telephone and email support for agency staff to resolve online issues.
- c) The vendor must provide online help to users in the form of instructions, How-To User Guides, FAQs, a chat feature (e.g., live, webchat, AI powered), or other forms of assistance designed to help licensees using the CE Tracking System.
- d) The online help must include information for handling or troubleshooting complaints regarding technical issues with accounts, password reset, and uploading scanned copies of documents.
- e) The vendor must notify the Council of any website irregularities, whether they occur on the system software or on the website software portal, so that the Council can inform and instruct licensees.
- f) The vendor must provide instructions for all agency staff accessing the system. The material will be designed to support all functions performed by agency staff.
- g) The selected vendor will provide the means necessary for communication between the vendor and agency staff.
- h) The selected vendor must provide the tools and information necessary for the Council to direct licensees to instructions on how to:
 - i. Create an account with email and password specifications.
 - ii. Upload and download documents.
 - iii. Access reports.

11. **Texas Behavioral Health Executive Council Licensee Requirements.**

The licensee requirements for CE refers to a software solution offered by a vendor that helps licensees meet their CE requirements.

a) **Licensee Data Access**

Licensee data access refers to a mechanism available on the system portal permitting a licensee to retrieve, download, copy, and analyze stored data without financial, legal, or technical barriers.

- i. The selected vendor will provide licensees the following:

- Stored data associated with the CE's required for all license types.
 - Access to track CE that meets the Council's CE requirements.
 - Access to verify CE credits earned (for use by licensees to verify information submitted by education providers).
- ii. The portal must allow licensees to track their progress, obtain documentation of their CE completion, and monitor compliance.
 - iii. The vendor must provide access to downloadable documents that include the following:
 - Completed CE courses.
 - Remaining CE courses.
 - Deadline dates of remaining CE courses.
 - Access to view and download printable licensee CE data history.
 - The vendor will allow licensees to view eligible CE credits carried forward from the prior renewal period.
 - iv. The selected vendor will provide notifications to alert a licensee of their CE submission deadline dates, the time frame in which the CE hours must be completed, or other notice as determined by the Council.
 - v. The vendor will notify licensees through email and the portal of new or modified continuing education requirements.
 - vi. The vendor will provide a link to the Council that directs licensees to the vendor's CE portal for the purpose of submitting the successful completion of CE's.
 - vii. 24-hour licensee access to a CE portal (except during system maintenance).
 - viii. Account management services to allow licensees to securely use the CE tracking system.
 - ix. The system must provide robust security to ensure licensees cannot see or change another licensee's data.
 - x. The portal must help streamline the process of tracking the Council's CE requirements.
 - xi. Simplifying the compliance process for licensees and the agency alike.

b) Licensee Reporting

Licensee reporting is the ability for licensees to access their CE information provided by the vendor in an interface input/output format delivered to and used by the licensee.

- i. At any time during the contract period, a licensee will be able to download an Excel spreadsheet report of their continuing education information:
 - Course Name and Date
 - Course Category (e.g., ethics, cultural diversity or competency, supervision).
 - Total CE credits/hours earned during the renewal period.
 - Total CE hours/credits carried forward from prior renewal period.
 - Total CE credit /hours needed for the renewal period.
 - Category of CE hours/credits needed (e.g., ethics, cultural diversity or competency, supervision).

- Total CE hours/credits eligible to be carried forward to the next renewal period.
- ii. At any time during the contract period, a licensee will be able to download the following as a compressed file:
 - Course Names and Dates.
 - Course Categories (e.g., ethics, cultural diversity or competency, supervision).
 - Hours earned for each course or submission.
 - Proof of completed CE requirements in the form of scanned or electronic copies of certificates or other indicia of completion.

c) Licensee Help

Licensee help refers to the vendor providing convenient and efficient technical support to licensees, allowing them to quickly find the information they need online and resolve their issues without having to wait or travel to a physical location.

- i. User-friendly interface: The help section should be easily accessible and user-friendly, allowing licensees to quickly find the information they need.
- ii. Responsiveness: The vendor must be able to provide personalized support to licensees who need help on specific issues in the following formats.
 - Technical support through phone, online chat (e.g., live, webchat, AI powered), or email.
 - Online instructions for licensees accessing the system.
 - Web-based guide on how to use/register the CE Tracking System.
 - Online support to troubleshoot issues when software system issues arise.
- iii. Relevant content: The vendor should provide relevant and up-to-date information, Frequently Asked Questions (FAQs), and other resources that can help licensees navigate the portal.
- iv. Integrations with platform: The help section should be seamlessly integrated into the platform, making it easy for licensees to access it when needed.
- v. Accessibility: The platform and help section should be accessible to licensees with visual or auditory impairments.

III. CONTRACT TERM.

The services requested shall be provided for a period of two (2) years beginning September 1, 2023, or the last signature date, whichever is later, and ending August 31, 2025. The term of a contract entered into as a result of this RFO may be renewed for up to two (2) additional one-year periods following the initial awarded on-year contracting period without the need for an additional re-bidding process.

IV. RFO PROTEST PROCEDURES.

Any actual or prospective Respondent who is aggrieved in connection with this RFO evaluation or award of any contract resulting from this RFP may formally protest as provided in CPA's rules at 34 TAC, Part 1, Chapter 20, Subchapter F, Division 3.

V. SUBCONTRACTORS.

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of 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 and the proposal shall include a letter from each proposed subcontractor agreeing to work on the team.

VI. PERFORMANCE TRACKING.

The Council will monitor the performance of the Contract issued under this RFO. All services under the Contract shall be performed at an acceptable quality level. All deliverables will be submitted in accordance with the timeline agreed upon at contract signing. Performance tracking methods may include, but are not limited to meetings, and documentation requirements deemed necessary by the agency to assess progress of the contractor toward meeting the identified goals and outcomes established in response to assessments of unsatisfactory performance in accordance with this procedure.

VII. RESPONDENT DOCUMENTS.

All Respondent documents that are related to the Services, this RFO, Respondent's Offer, or a resulting contract including, but not limited to, boilerplate service agreements, service schedules, published specifications, warranty information, terms of service, ordering documents, and license agreements, are collectively referred to in this RFO as "Respondent Documents." Respondent must include copies of all proposed Respondent Documents with Respondent's Offer. The Council reserves the right, in its sole discretion, to amend the Respondent Documents to conform to this RFO and Texas law and provide them to Respondent for approval and signature prior to contract award. Respondent Documents that are (1) submitted as part of the Offer and (2) amended to conform to this RFO and Texas law through mutual, written agreement of Successful Respondent and the Council, will be incorporated as part of the Contract.

A. Submission.

1. Respondent must submit its Offer electronically via email, in accordance with the following:
 - a) The Offer must be emailed to jennifer.noack@bhec.texas.gov, with a copy sent to the Contact Person identified in Section 1, Part H;
 - b) The subject line of the email must include Respondent's name and a reference to the RFO number;
 - c) All attachments to the email must be in a standard format such as Word, Excel, or Adobe PDF;

- d) All required forms must be manually signed with scanned signatures; and
2. Respondent is solely responsible for ensuring timely delivery of its Offer to the Issuing Office by the deadline. Late Offers will not be accepted.

B. Costs.

The Council will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.

C. Copyright.

The Council will not consider any Proposal that bears a copyright.

D. Texas Public Information Act (PIA).

1. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request.
2. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies.
3. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be boldface type in red, at least **14-point font**, and use the term **“CONFIDENTIAL”** on the specific part or page of the Offer considered to be confidential by the Respondent.

E. Contents.

Listed below is a summary of all information to be included in a Proposal submitted in response to this RFO. The Council reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

1. Respondent Information: Respondent must submit the following in its Offer:

- a) Respondent's identifying information:
 - i. name and address of business entity submitting the Offer;
 - ii. list of all principals;
 - iii. type of business entity (e.g., corporation, partnership);
 - iv. state of incorporation or organization; and
 - v. principal place of business.
 - b) Respondent's contact information (i.e., name, title, email address, and phone number) for the individual(s) who will be the Council's point of contact for questions regarding the Offer and the Contract.
2. The Respondent must provide evidence of financial responsibility and stability for performance of the requirements/services for which a proposal is submitted. In addition, the Respondent must disclose the source of any outside financial resources that will be utilized by the Respondent to enable it to fulfil any Contract awarded pursuant to the RFO. If requested, Respondent must provide copies of documents reflecting financial solvency and the capacity to fulfill the requirements of this RFO. The documents may include the Respondent's most recent audited financial statement. The Council reserves the right to require any additional information necessary to determine the financial integrity and responsibility of a Respondent and to reject a response on the grounds of the Respondent's financial soundness.
 3. Price Schedule. Provide information regarding any fees charged to users. Must be returned in a separate envelope.
 4. Signature Page. Failure to sign and return the Signature Page with the submitted Proposal will result in rejection of the Proposal.
 5. Conflict of Interest, Nondisclosure Agreement, and Certification Regarding Public Nature of the Offer. Failure to sign and return these documents with the submitted Proposal will result in rejection of the Proposal.
 6. Attachment A – HUBs Subcontracting Plan (HSP). Failure to sign and return the HSP with the submitted Proposal will result in rejection of the Proposal.

F. Elements of Proposal.

1. Project Approach Narrative:
 - a) The proposal must include a project plan that includes a detailed description of the process by which the Respondent will perform the requirements identified in Section II Specifications.
 - b) The proposal must indicate any requirement the proposal does not meet. This includes any continuing education requirement in the appendices that the proposal cannot track.
 - c) Provide a detailed project implementation plan with estimated time from contract signing to implementation.

2. Experience and Qualifications:
 - a) Demonstrate understanding of, and demonstrated competence with, computer-based CE tracking for mental and behavioral health disciplines.
 - b) Demonstrated competence with unique tracking requirements for each profession regulated by the Council.
 - c) Demonstrated understanding of and demonstrated competence meeting Texas security codes under Government Code Section 2054.0593.
 - d) Demonstrated experience, past performance, and demonstrated reliability in administering and delivering CE tracking.

3. Past Performance:
 - a) A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criteria for any of the following conditions:
 - i. A score of less than C in the Vendor Performance System,
 - ii. Currently under a Corrective Action Plan through the CPA,
 - iii. Having repeated negative Vendor Performance Reports for the same reason,
 - iv. Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e., late delivery, etc.).
 - b) Contractor performance information is located on the CPA web site at: <https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>
 - c) The Council may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.115), the Council may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of the Council, and any negative findings, as determined by the Council, may result in no-award to the Respondent.

VIII. STANDARD TERMS AND CONDITIONS.

Any Contract awarded as a result of this RFO will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

A. Payments

This is a no-cost contract with the Council.

B. Confidentiality and Public Information

Notwithstanding any provisions of this Contract to the contrary, Contractor understands that the Council will comply with the Texas Public Information Act, Tex. Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The Council agrees to notify the Contractor in writing within a reasonable time from receipt of a request for information related to Contractor's work under this Contract. The contractor will cooperate with the Council in the production of documents responsive to the request. The Council will make a determination whether to submit a Public Information Act request to the Attorney General. Contractor will notify the Council's point of contact within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Contract. This Contract and all data and other information generated or otherwise obtained in this performance may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

C. Insurance and Bonds

1. Successful Respondent represents and warrants that it shall obtain and maintain the following coverages throughout the term of the Contract and that all coverages shall be with companies licensed in Texas with an "A" rating from A.M. Best Co. authorized to provide the required coverages:
 - a) Standard Workers Compensation Insurance covering all individuals who will provide Services;
 - b) Commercial General Liability Insurance: \$1,000,000 minimum each occurrence limit; \$2,000,000 minimum aggregate limit;
 - c) Professional Liability Insurance: \$1,000,000 minimum each occurrence limit; \$2,000,000 minimum aggregate limit; and
 - d) Cyber Liability Insurance: \$1,000,000 minimum per incident or claim and \$2,000,000 minimum aggregate limit. This policy must include, at a minimum, third-party coverage for security breach notification and subsequent credit monitoring.
2. All of the above policies and bonds shall contain endorsements prohibiting cancellation except upon thirty (30) calendar days' prior written notice to the Council. No later than five (5) business days following Contract award, and on an annual basis thereafter, Successful Respondent shall furnish proof to the Council of such coverage in the form of a Certificate of Insurance from Successful Respondent's insurance carrier(s) indicating the required coverages. The certificate shall be addressed to the Council as the certificate holder. Successful Respondent shall submit proof of required insurance coverage via email, referencing the purchase order number, to the following address:
jennifer.noack@bhec.texas.gov.

D. Indemnification

1. Acts or Omissions:

Contractor shall indemnify and hold harmless the State of Texas and the Council, and/or their officers, agents, employees, representatives, subcontractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by contractor with the office of the attorney general when Texas state agencies are named defendants in any lawsuit and contractor may not agree to any settlement without first obtaining the concurrence from the office of the attorney general. Contractor and the Council agree to furnish timely written notice to each other of any such claim.

2. Infringements:

- a) Contractor shall indemnify and hold harmless the State of Texas and the Council, and/or their employees, agents, representatives, subcontractors, assignees, and/or designees from any and all third-party claims involving infringement of united states patents, copyrights, trade or service marks, and any other intellectual or intangible property rights in connection with the performances or actions of contractor pursuant to this contract. The contractor and the Council agree to furnish timely written notice to each other of any such claim. The contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Council with the office of the attorney general when Texas state agencies are named defendants in any lawsuit and the Council may not agree to any settlement without first obtaining the concurrence from the office of the attorney general.
- b) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product or service without Contractor's written approval, (iii) any modifications made to the product or service by the Contractor pursuant to the Council's specific instructions, (iv) any intellectual property right owned by or licensed to the Council, or (v) any use of the product or service by the Council that is not in conformity with the terms of any applicable license agreement.
- c) If Contractor becomes aware of an actual or potential claim, or the Council provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against the Council, shall), at Contractor's sole option and expense; (i) procure for the Council the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that the Council's use is non-infringing.

E. Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

1. Contractor agrees and acknowledges that during the existence of this contract, contractor shall be entirely responsible for the liability and payment of contractor's and contractor's employees' taxes of whatever kind, arising out of the performances of this contract. Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The Council and the State of Texas shall not be liable to the contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment of another governmental entity.
2. Contractor agrees to indemnify and hold harmless the Council, the State of Texas and/or their employees, agents, representatives, subcontractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in its performance under this contract. The contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by contractor with the office of the attorney general when Texas state agencies are named defendants in any lawsuit and contractor may not agree to any settlement without first obtaining the concurrence from the office of the attorney general. Contractor and the Council agree to furnish timely written notice to each other of any such claim.

F. Dispute Resolution

1. The dispute resolution process provided for in Tex. Government Code, Chapter 2260 shall be used by the Council and Contractor to resolve any dispute arising under the Contract.
2. The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Contractor under the Contract. If the Contractor's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit a written notice, as required by Chapter 2260, to the Executive Director or his or her designee. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
3. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Council if the Parties are unable to resolve their disputes as described above.

4. Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by the Council nor any other conduct of any representative of the Council relating to the Contract shall be considered a waiver of sovereign immunity to suit.
5. For all other specific breach of contract claims or disputes under the Contract, the Council and the Respondent shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by the Council and the Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. The Contractor shall pay all costs of the mediation unless the Council, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, the Council and the Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that the Council and the Contractor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. The Council's participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by the Council of (1) any rights, privileges, defenses, remedies or immunities available to the Council as an agency of the State of Texas or otherwise available to the Council; (2) the Council's termination rights; or (3) other termination provisions or expiration dates of the Contract.
6. Notwithstanding any other provision of the Contract to the contract, unless otherwise requested or approved in writing by the Council, the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of §2251.051, Tex. Government Code, and such suspension of performance is expressly applicable and authorized under that law.

G. Liability for Taxes

Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. The Council shall not be liable for any taxes from this Contract.

H. Equal Employment Opportunity Practices

1. In accordance with the Texas Government Code, Sections 2161.181-182, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional

and consulting services and commodities contracts. The Texas Comptroller of Public Accounts (CPA) HUBs Rules, 34 TAC §20.284 encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

2. The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study:
 - a) 11.2% for heavy construction other than building contracts.
 - b) 21.1% for all building construction, including general contractors and operative builders' contracts.
 - c) 32.9% for all special trade construction contracts.
 - d) 23.7% for all professional services contracts.
 - e) 26% for all other services contracts; and
 - f) 21.1% for commodities contracts.
3. Each state agency shall make a good faith effort to meet or exceed these goals and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year. It is the policy of the Council to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161 and the Texas Comptroller of Public Accounts (CPA) HUB Rules, 34 TAC rule 20.284.
4. The Council identifies HUB vendors from the CPA Centralized Master Respondents List (CMBL). This is a list of vendors that may perform the subcontract opportunities. The class codes are: 946-20. This list is located at: <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

I. Amendments

This Contract may be amended only upon written agreement between the Council and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

J. Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

K. Strict Compliance

Time is of the essence in the performance of this Contract. The contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

L. Assignments

Without the prior written consent of the Council, Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

M. Federal, State, and Local Requirements

Contractors shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.

N. Severability Clause

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

O. Applicable Law and Conforming Amendments

Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. The Council reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the Council's or Contractor's compliance with all applicable State and federal laws, and regulations.

P. No Waiver

Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The Council does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

Q. No Liability Upon Termination

If this Contract is terminated for any reason, the Council and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Government Code, Chapter 2260.

R. Independent Contractor

Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any PO resulting from this RFP. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of the Council. Should Contractor subcontract any of the services required in this RFP, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the Council is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this RFP.

S. Limitation on Authority; No Other Obligations

Contractor shall have no authority to act for or on behalf of the Council or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Council.

T. Supporting Documents, Retention; Right to Audit; Independent Audits

1. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Work under this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by the Council and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.
2. The contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with the Section shall constitute a material breach of this Contract and shall authorize the Council and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Government Code, §2262.154 the acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds

under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

U. Deceptive Trade Practices; Unfair Business Practices

The contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not be found to be liable for such practices in such proceedings.

V. Equal Opportunity

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, age (40 or older) or genetic information (including family medical history) in the performance of this Contract.

W. Antitrust

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

X. Notices

Any written notices required under this Contract must be given by hand delivery, electronic mail, or US Mail, certified, return receipt requested, to the party's designated address for notice.

Texas Behavioral Health Executive Council
Attn: Darrel D. Spinks, Executive Director
George H.W. Bush State Office Building
1801 Congress Ave., Ste. 7.300
Austin, Texas 78701
Darrel.Spinks@bhec.texas.gov

(Contractor's Address)

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

Y. False Statements; Breach of Representation

By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signed its Proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and the Council may terminate or void this Contract for cause and pursue other remedies available to the Council under this Contract and applicable law.

Z. Force Majeure

Neither Contractor nor the Council shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

AA. Debts or Delinquencies to State

The Comptroller is prohibiting from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under the Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

BB. Work Made for Hire

1. For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts,

research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of the Council. All right, title and interest in and to said property shall vest in the Council upon creation and shall be deemed to be a work 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 Council, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the Council. The Council 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 Council and/or the State of Texas, as well as any person designated by the Council and/or 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.

2. All materials and content produced will become the property of the Council.

CC. Electronic and Information Resources Accessibility Standards, As Required by Title 1, Texas Administrative Code, Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

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 Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
2. Respondent shall provide DIR (Department of Information Resources) 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>). Respondents not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR 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/>.

DD. Default

If Contractor is found to be in default under any provision of this Contract, the Council may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to the Council including but not limited to re-procurement cards, and any

consequential damages to the State of Texas or the Council resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

EE. Note to Respondent

Any terms and conditions attached to the response will not be considered unless specifically referred to on this Request for Proposal and may result in disqualification of the response.

FF. U.S. Department of Homeland Security's E-Verify System

1. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
 - a) All persons employed to perform duties within Texas, during the term of the Contract; and
 - b) All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.
2. The Contractor shall provide upon request, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.
3. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

GG. Immigration

The Contractor represents and warrants that it shall comply with the requirements of the Immigration Act of 1990 and Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under this Contract.

HH. Drug Free Workplace

The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and any applicable rules.

II. Public Disclosure

No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of the Council.

JJ. Contracts Involving Exchange or Creation of Public Information

Contractor is required to make any information created or exchanged with the State pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format this is accessible by the public at no additional charge to the state. Copies of documents, regardless of their format, must be provided to the Council within thirty (30) days. Copies of documents maintained in digital format must be provided in .pdf format. In the case of an Open Records Request, the Council may request that documents be made available within 5 days.

KK. Amendments

This Contract contains the entire agreement between Contractor and the Council and supersedes any prior understanding or oral or written agreements on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by the Council and Contractor.

IX. EXECUTION OF OFFER.

- A. By signature hereon, Respondent represents and warrants that the provisions in this Execution of Offer apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFO or any contract resulting from it.
- B. By signature hereon, Respondent represents and warrants its intent to furnish the requested items at the prices quoted in its Offer.
- C. By signature hereon, Respondent represents and warrants that its prices include all costs of Respondent in providing the requested items that meet all specifications of this RFO, and that its prices will remain firm for acceptance for a minimum of ninety (90) days from deadline for submission of Offer.
- D. By signature hereon, Respondent represents and warrants that each employee, including replacement employees, will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFO.
- E. By signature hereon, Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to the Council under the RFO and any resulting contract, if any, and that Respondent's

provision of the requested items under the RFO and any resulting contract, if any, would not reasonably create an appearance of impropriety.

- F. By signature hereon, Respondent represents and warrants that, pursuant to Section 2155.003 of the Texas Government Code, it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Offer.
- G. By signature hereon, Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- H. By signature hereon, Respondent hereby represents and warrants that, pursuant to 15 U.S.C. Section 1, *et seq.* and Texas Business and Commerce Code Section 15.01, *et seq.*, neither Respondent nor the firm, corporation, partnership, or institution represented by 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 Offer made to any competitor or any other person engaged in such line of business.
- I. By signature hereon, Respondent represents and warrants that all statements and information prepared and submitted in response to this RFO are current, complete and accurate.
- J. By signature hereon, Respondent represents and warrants that the individual signing this document and the documents made part of this RFO and Offer is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Offer.
- K. By signature hereon, Respondent represents and warrants that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Respondent (or Texas bidder) as defined by Section 2155.444(c) of the Texas Government Code.
- L. Check below if Respondent is claiming a preference under 34 Texas Administrative Code §20.306 or Chapter 2155, Subchapter H of the Texas Government Code:
 - 1. Goods produced or offered by a Texas Respondent that is owned by a Texas resident service-disabled veteran
 - 2. Goods produced in Texas or offered by a Texas Respondent that is not owned by a Texas resident service-disabled veteran
 - 3. Agricultural products grown in Texas
 - 4. Agricultural products offered by a Texas Respondent

5. Services offered by a Texas Respondent that is owned by a Texas resident service-disabled veteran
6. Services offered by a Texas Respondent that is not owned by a Texas resident service-disabled veteran
7. Texas Vegetation Native to the Region
8. USA produced supplies, materials or equipment
9. Products of persons with mental or physical disabilities
10. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
11. Energy Efficient Products
12. Rubberized asphalt paving material
13. Recycled motor oil and lubricants
14. Products produced at facilities located on formerly contaminated property
15. Products and services from economically depressed or blighted areas
16. Vendors that meet or exceed air quality standards
17. Recycled or Reused Computer Equipment of Other Manufacturers
18. Foods of Higher Nutritional Value
19. Commercial Production Company or advertising agency located in Texas

M. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Respondent certifies that the individual or business named in the offer is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006, Texas Family Code, must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the offer.

This information must be provided prior to the award. Enter the Name and Social Security Number for each person below:

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

N. By signature hereon, Respondent represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exist between Respondent and an employee of the Council, and Respondent has not been an employee of the Council within the immediate twelve (12) months prior to Respondent's Offer. By signature hereon, Respondent certifies that it is in compliance with Section 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency.

Respondent must complete the following, marking "N/A" if not applicable:

- Name of Former Executive: _____
- Name of State Agency: _____
- Date of Separation from State Agency: _____
- Position with Respondent: _____
- Date of Employment with Respondent: _____

All such disclosures will be subject to administrative review and approval prior to the Council entering into any contract with Respondent. Respondent acknowledges that any contract resulting from this RFO may be terminated at any time, and payments withheld, if this information is false.

O. By signature hereon, pursuant to Section 2155.004(a) of the Texas Government Code, Respondent represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFP has received compensation for participation in the preparation of specifications for this RFP. In addition, under Section 2155.004 of the Texas Government Code, Respondent certifies that the individual or business entity named in the Offer or any contract resulting from this RFP is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.

P. By signature hereon, in accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Q. By signature hereon, Respondent represents and warrants that the Council's payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this RFO are not prohibited by Sections 556.005, 556.0055 or 556.008 of the Texas Government Code.

R. By signature hereon, Respondent represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as

described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

- S. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in its Offer is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFO may be terminated and payment withheld if this certification is inaccurate.
- T. By signature hereon, if Respondent is submitting an offer for the purchase or lease of computer equipment, then Respondent hereby certifies its compliance with Chapter 361, Subchapter Y of the Texas Health and Safety Code, and the Texas Commission on Environmental Quality rules at 30 Texas Administrative Code Chapter 328.
- U. By signature hereon, Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in this Section I within the five (5) calendar years immediately preceding the submission of Respondent's Offer in response to this RFO that would or could impair Respondent's performance under any contract resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to the Council's consideration of Respondent's Offer. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Offer a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under any contract resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to the Council's consideration of Respondent's Offer. In addition, Respondent represents and warrants that it shall notify the Council in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the Council shall constitute breach of contract and may result in immediate termination of any contract resulting from this RFO.
- V. By signature hereon, Respondent represents and warrants that it and each of its subcontractors have the requisite resources, qualifications and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of the Council's objectives.
- W. By signature hereon, Respondent represents that neither Respondent or any of its employees, agents, or representatives, including any subcontractors and

employees, agents, or representative of such subcontractors, proposed in the Offer has been convicted of a felony criminal offense, or that if such a conviction has occurred Respondent has fully advised the Council of the facts and circumstances in its Offer.

- X. By signature hereon, Respondent represents and warrants that if selected for award of a contract as a result of this RFP, Respondent will submit to the Council a Certificate of Interested Parties prior to contract award in accordance with Section 2252.908 of the Texas Government Code.

- Y. By signature hereon, Respondent represents and warrants that, pursuant to Section 2271.002 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of the contract resulting from this RFO.

- Z. By signature hereon, Respondent represents and warrants that, Respondent certifies that: (i) is not a "Listed Company" as identified by the Texas Comptroller of Public Accounts or the Texas Pension Review Board; (ii) is not engaged in "scrutinized business operations" as defined by Sections 808.001 or 809.001 of the Texas Government Code; and (iii) does not have contracts with or provide supplies or services to a "foreign terrorist organization" as defined by Section 2252.151(2) of the Texas Government Code.

- AA. By signature hereon, Respondent represents and warrants that it has read and agrees to all terms and conditions of this RFO, unless Respondent specifically takes an exception and offers an alternative provision in Respondent's Offer to this RFO.

An authorized representative on behalf of Respondent must complete and sign the following:

Signature of Authorized Representative

Date Signed

Printed Name & Title

E-mail Address

Entity Name ("Respondent")

Phone Number

Fax Number

Federal Employer Identification Number

DUNS Number

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

CONFLICT OF INTEREST

A. Disclosures. Provide the requested information in the space provided; indicate "N/A" as appropriate.

1. Respondent must disclose any proposed personnel who are current or recent former employees of the Texas Behavioral Health Executive Council or the State of Texas.

2. Respondent must disclose the following:

a. any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent's and its proposed subcontractors' submission of an Offer, possible selection as Successful Respondent, or its performance of the contract.

b. all past and present contractual, business, financial or personal relationships between Respondent and the Council and between Respondent's proposed subcontractors, if any, and the Council.

For each item, Respondent must also provide a detailed explanation of why Respondent does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Respondent's submission of an Offer, possible selection as the Successful Respondent, or its performance of the contract.

B. Defined Terms. For purposes of the disclosure statements required by this solicitation, the terms below are defined as follows:

- "past" is defined as within the two (2) calendar years prior to the deadline for submission of offers in response to this solicitation.
- "Recent former employees" are defined as those Council employees who have terminated agency employment within the two (2) calendar years prior to the deadline for submission of offers in response to this solicitation.
- "Personal relationship" is defined as a current or past connection other than a clearly contractual, business, financial or similar relationship and includes family relationships or other connections outside simply providing a response to this solicitation. For this purpose, "family relationship" means a relationship within the third degree of consanguinity or second degree of affinity; see Chapter 573 of the Texas Government Code, which defines these degrees of consanguinity and affinity. Connections other than such family relationships fall within this definition and must be disclosed if:
 - (a) a reasonable person could expect the connection to diminish Respondent's independence of judgment or effectiveness in the performance of the Respondent's responsibilities to the Council or the State of Texas under the contract.
 - (b) a reasonable person could expect the connection, within the overall context of Respondent's submission of an Offer, possible selection as Successful Respondent or its performance of the contract, to create an issue for the agency's consideration relative to a potential appearance of impropriety or conflict of interest; or
 - (c) the relationship is with a Council or other State of Texas employee with authority to make decisions or recommendations on state contracting or procurement or this solicitation. For purposes of this provision, those persons with authority to make decisions or recommendations are those persons who fall within the definition of "purchasing personnel" in Section 2262.004(a)(2) of the Texas Government Code.

C. Continuing Duty to Disclose. If circumstances change or additional information is obtained subsequent to submission of the Offer, Successful Respondent's duty to disclose under these provisions continues under the term of the contract and does not end with submission of an Offer or receipt of contract award.

D. Disclosures under these provisions are information that will be evaluated by the Council; however, all information provided will not necessarily lead to a restriction or disqualification. Issues will be considered on a case-by-case basis in the best interests of the State of Texas. If Respondent is in doubt about whether information should be disclosed, Respondent should consult with its legal counsel. Failure to disclose any required information under these provisions may be cause for offer disqualification or termination of the contract resulting from this solicitation. The Council reserves the right, in its sole discretion, to determine if an issue should result in offer disqualification or termination of the contract.

Signature of Authorized Representative

Date Signed

Printed Name & Title

Entity Name ("Respondent")

NONDISCLOSURE AGREEMENT

In consideration of the Texas Behavioral Health Executive Council ("Council") communicating with the undersigned Respondent regarding a potential contract resulting from the referenced solicitation (e.g., RFP, RFO, RFQ) and because of the sensitivity of certain information provided to Respondent, both parties agree that all information regarding the Council or gathered, produced, collected or derived from or related to the potential contract, or provided to Respondent under a resulting contract ("Confidential Information") must remain confidential subject to release only upon prior written approval of the Council, and more specifically agree as follows:

- A. The Confidential Information may be used by Respondent only to assist Respondent in connection with the business relationship contemplated in the solicitation or performance of a contract with the Council resulting from the solicitation.
- B. Respondent shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as proposed consultant or independent contractor to the Council.
- C. Unless otherwise provided in the solicitation or resulting contract, Respondent agrees to maintain the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own materials of like kind, but in no event less than reasonable care. Respondent shall take reasonable precautions to protect the Confidential Information including, but not limited to, not disclosing Confidential Information in any manner to any person, firm, or entity, except for authorized employees, agents, or contractors of Respondent with a need to know who are bound by confidentiality obligations at least as stringent as those contained in this agreement prior to any disclosure of such Confidential Information.
- D. Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged without the Council's prior written approval. Confidential Information and any copies thereof shall be the Council's exclusive property.
- E. All Confidential Information made available to Respondent, including copies thereof, must be returned to the Council upon the first to occur of (a) expiration or termination of any contract resulting from the solicitation, or (b) request by the Council.
- F. The foregoing does not prohibit or limit Respondent's use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation, (b) independently developed by it, (c) acquired by it from a third-party under no obligation of confidentiality to the Council, (d) which is or becomes part of the public domain through no breach by Respondent of this nondisclosure agreement or other contractual obligations to the Council, or (e) approved by the Council in writing for unrestricted disclosure.
- G. If Respondent is required by applicable law, regulation, or legal process to disclose any Confidential Information, then Respondent shall provide the Council with prompt notice of any such requirement prior to delivery of the Confidential Information to allow the Council a reasonable opportunity to seek a protective order or equivalent.
- H. This nondisclosure agreement shall become effective as of the date Confidential Information is first made available to Respondent and shall survive the expiration or termination of any contract resulting from the solicitation and be a continuing requirement.
- I. The breach of this nondisclosure agreement by Respondent shall entitle the Council to immediately terminate any contract with Respondent resulting from the solicitation upon written notice to Respondent for such breach. The parties acknowledge that the measure of damages in the event of a breach of this nondisclosure agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the Council elects to terminate any contract with Respondent resulting from the solicitation upon the breach hereof, the Council may require Respondent to pay to it the sum of \$5,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty but is intended to be a reasonable estimate of the damages in the event of a breach hereof by Respondent of this nondisclosure agreement. The Council does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this nondisclosure agreement.
- J. This nondisclosure agreement is governed by and construed under the laws of the State of Texas. Any and all obligations of this agreement are due in Travis County, Texas and venue is proper in only such county.

Signature of Authorized Representative

Date Signed

Printed Name & Title

Entity Name ("Respondent")

CERTIFICATION REGARDING PUBLIC NATURE OF THE OFFER

The Legislative Budget Board (LBB) has established a database of state agency contracts pursuant to Section 322.020 of the Texas Government Code. See the LBB website at www.lbb.state.tx.us. Following the contract award resulting from this solicitation, the Council plans to upload to the LBB contracts database the complete contract, except for information that is not subject to disclosure under Chapter 552 of the Texas Government Code. Information that is not subject to disclosure under Chapter 552 of the Texas Government Code must be referenced in an appendix that generally describes the information without disclosing the specific content of the information. In submitting an Offer in response to this solicitation, Respondent acknowledges that it understands and accepts this requirement.

Respondent **must initial below EITHER Item 1 or Item 2, as appropriate. DO NOT INITIAL BOTH ITEMS.**

By signature hereon, Respondent certifies the following:

1. _____ Respondent does not assert that any portion of its Offer is confidential.

OR

2. _____ Respondent has stamped in bold red letters the term "**CONFIDENTIAL**" on the specific part or page of the Offer considered to be confidential by Respondent. In the table below or as an attachment to this form submitted with the Offer, Respondent has identified by page number(s) the location of all information in the Offer asserted to be confidential by Respondent as well as provided an explanation, including any relevant legal authority, for why Respondent reasonably considers the identified portion(s) of its Offer to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code.

Page No. of Offer	General description of the designated information	Explanation, including relevant legal authority, in support of the confidential treatment of the designated portion(s) of the Offer.

Signature of Authorized Representative

Date Signed

Printed Name & Title

Entity Name ("Respondent")

Appendix A: Licensed Psychologists, Psychological Associates, and Specialists in School Psychology

[Texas Administrative Code, Title 22, Part 21, Chapter 463, Subchapter F, §463.35](#)

Texas Occupations Code, Title 3, Subtitle I, Chapter 501

1. Individuals licensed under Chapter 501 of the Occupations Code must complete 40 hours of continuing education (referred to as “professional development” in the rule) during each renewal period that they hold a license.
 - a. The 40 hours of continuing education must include:
 - i. 6 hours in ethics, which is defined in subsection (b) of the rule; and
 - ii. 6 hours in cultural diversity or competency, which is defined in subsection (c) of the rule.
2. All continuing education hours must be directly related to the practice of psychology.
3. At least half of the 40 hours must be obtained from a provider listed in subsection (e) of the rule.
4. The Council does not pre-evaluate or pre-approve continuing education providers or hours.
5. All continuing education hours must have been received during the renewal period unless carried forward from the prior renewal period.
6. A licensee may carry forward to the next renewal period, a maximum of 10 hours accrued during the current renewal period if those hours are not needed for renewal.
7. Except for hours claimed under subsection (g) of the rule, all continuing education hours obtained must be designated by the provider in a letter, email, certificate, or transcript that displays the licensee's name, topic covered, date(s) of training, and hours of credit earned.
8. Licensees may claim credit for those activities and hours specified in subsection (g) of the rule.
9. Licensees must complete a training course on human trafficking prevention described by §116.002 of the Occupations Code as a condition of renewal. See [22 TAC 883.1\(d\)\(2\)](#).
10. Renewals are biennial and due on the last day of the license holder's birth month.
 - a. However, licensees serving on active duty, as defined by §55.001 of the Occupations Code, may request a waiver from the continuing education requirements for the current renewal period.
11. Proof of continuing education compliance must be maintained for a minimum of 3 years after the applicable renewal period.

Appendix B: Licensed Marriage and Family Therapist

[Texas Administrative Code, Title 22, Part 35, Chapter 801, Subchapter C, §801.261](#)

Texas Occupations Code, Title 3, Subtitle I, Chapter 502

1. Individuals licensed under Chapter 502 of the Occupations Code must complete 30 hours of continuing education during each renewal period that they hold a license.
 - a. The 30 hours of continuing education must include:
 - i. 6 hours in ethics, which is defined in subsection (c) of the rule; and
 - ii. 3 hours in cultural diversity or competency, which is defined in subsection (d) of the rule.
2. Licensees with supervisory status must also complete 6 hours of continuing education in supervision and take and pass the jurisprudence examination for 1 hour of continuing education credit. These hours may be counted toward the 30 hours required for renewal.
3. Licensees who provide telehealth services must complete 2 hours of continuing education in technology-assisted services. These hours may be counted toward the 30 hours required for renewal.
4. All continuing education hours must be directly related to the practice of marriage and family therapy.
5. At least half of the 30 hours must be obtained from a provider listed in subsection (f) of the rule.
6. The Council does not pre-evaluate or pre-approve continuing education providers or hours.
7. All continuing education hours must have been received during the renewal period unless carried forward from the prior renewal period.
8. A licensee may carry forward to the next renewal period, a maximum of 10 hours accrued during the current renewal period if those hours are not needed for renewal.
9. Except for hours claimed under subsection (h) of the rule, all continuing education hours obtained must be designated by the provider in a letter, email, certificate, or transcript that displays the licensee's name, topic covered, date(s) of training, and hours of credit earned.
10. Licensees may claim credit for those activities and hours specified in subsection (h) of the rule.
11. Licensees must complete a training course on human trafficking prevention described by §116.002 of the Occupations Code as a condition of renewal. See [22 TAC 883.1\(d\)\(2\)](#).
12. Renewals are biennial and due on the last day of the license holder's birth month.
 - a. However, licensees serving on active duty, as defined by §55.001 of the Occupations Code, may request a waiver from the continuing education requirements for the current renewal period.
13. Proof of continuing education compliance must be maintained for a minimum of 3 years after the applicable renewal period.

Appendix C: Licensed Professional Counselor

[Texas Administrative Code, Title 22, Part 30, Chapter 681, Subchapter C, §681.140](#)

Texas Occupations Code, Title 3, Subtitle I, Chapter 503

1. Individuals licensed under Chapter 503 of the Occupations Code must complete 24 hours of continuing education during each renewal period that they hold a license.
 - a. The 24 hours of continuing education must include:
 - i. 6 hours in ethics, which is defined in subsection (c) of the rule; and
 - ii. 3 hours in cultural diversity or competency, which is defined in subsection (d) of the rule.
2. Licensees with supervisory status must also complete 6 hours of continuing education in supervision. These hours may be counted toward the 24 hours required for renewal.
3. Licensees must take and pass the jurisprudence examination for 1 hour of continuing education in ethics. This hour may be counted toward the 6 hours required for renewal.
4. All continuing education hours must be directly related to the practice of professional counseling.
5. At least half of the 24 hours must be obtained from a provider listed in subsection (f) of the rule.
6. The Council does not pre-evaluate or pre-approve continuing education providers or hours.
7. All continuing education hours must have been received during the renewal period unless carried forward from the prior renewal period.
8. A licensee may carry forward to the next renewal period, a maximum of 10 hours accrued during the current renewal period if those hours are not needed for renewal.
9. Except for hours claimed under subsection (h) of the rule, all continuing education hours obtained must be designated by the provider in a letter, email, certificate, or transcript that displays the licensee's name, topic covered, date(s) of training, and hours of credit earned.
10. Licensees may claim credit for those activities and hours specified in subsection (h) of the rule.
11. Licensees must complete a training course on human trafficking prevention described by §116.002 of the Occupations Code as a condition of renewal. See [22 TAC 883.1\(d\)\(2\)](#).
12. Renewals are biennial and due on the last day of the license holder's birth month.
 - a. However, licensees serving on active duty, as defined by §55.001 of the Occupations Code, may request a waiver from the continuing education requirements for the current renewal period.
13. Proof of continuing education compliance must be maintained for a minimum of 3 years after the applicable renewal period.

Appendix D: Licensed Baccalaureate Social Worker, Licensed Master Social Worker, and Licensed Clinical Social Worker

[Texas Administrative Code, Title 22, Part 34, Chapter 781, Subchapter C, §781.501](#)

Texas Occupations Code, Title 3, Subtitle I, Chapter 505

1. Individuals licensed under Chapter 505 of the Occupations Code must complete 30 hours of continuing education during each renewal period that they hold a license.
 - a. The 30 hours of continuing education must include:
 - i. 6 hours in ethics, which is defined in subsection (c) of the rule; and
 - ii. 3 hours in cultural diversity or competency, which is defined in subsection (d) of the rule.
2. Licensees with supervisory status must also complete 6 hours of continuing education in supervision. These hours may be counted toward the 30 hours required for renewal.
3. All continuing education hours must be directly related to the practice of social work.
4. At least half of the 30 hours must be obtained from a provider listed in subsection (f) of the rule.
5. The Council does not pre-evaluate or pre-approve continuing education providers or hours.
6. All continuing education hours must have been received during the renewal period unless carried forward from the prior renewal period.
7. A licensee may carry forward to the next renewal period, a maximum of 10 hours accrued during the current renewal period if those hours are not needed for renewal.
8. Except for hours claimed under subsection (h) of the rule, all continuing education hours obtained must be designated by the provider in a letter, email, certificate, or transcript that displays the licensee's name, topic covered, date(s) of training, and hours of credit earned.
9. Licensees may claim credit for those activities and hours specified in subsection (h) of the rule.
10. Licensees must complete a training course on human trafficking prevention described by §116.002 of the Occupations Code as a condition of renewal. See [22 TAC 883.1\(d\)\(2\)](#).
11. Renewals are biennial and due on the last day of the license holder's birth month.
 - a. However, licensees serving on active duty, as defined by §55.001 of the Occupations Code, may request a waiver from the continuing education requirements for the current renewal period.
12. Proof of continuing education compliance must be maintained for a minimum of 3 years after the applicable renewal period.

Attachment A

Rev. 2/17



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.

Section 2 c. - Yes

Section 4 - Affirmation

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

Section 2 c. - No

Section 2 d. - Yes

Section 4 - Affirmation

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

Section 2 c. - No

Section 2 d. - No

Section 4 - Affirmation

GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.

Section 3 - Self Performing Justification

Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____	Requisition #: _____
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SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____	Requisition #: _____
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IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		- Yes - No
		- Yes - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

