

IFB DOCUMENT

Invitation for Bid (IFB) Check one: <input checked="" type="checkbox"/> Formal <input type="checkbox"/> Informal			
IFB No.:	Issue Date:	Response Due Date:	
HHS0014982	07/ 01 / 2024	07 / 17/ 2024 at 10:30 am	
Formal responses may be mailed to the address in Section 4.4. E-mail and electronic responses submitted through the HHS Online Bid Room will only be accepted if indicated in the solicitation. Response may NOT be submitted by Fax.			
Contact Information: Purchaser: Steven Chavez, CTCD, CTCM Phone: 512-776-5002 Email: rafael.chavez@hhs.texas.gov	Mail Response, if applicable: Hand Delivery: Health and Human Services Commission Attn: Bid Room Coordinator Procurement and Contracting Services 1100 W 49 th St. MC: 2020 Austin, TX 78714-9166 OR Overnight/Express/Priority Mail Delivery: Health and Human Services Commission Attn: Bid Room Coordinator Tower Building Room 108 1100 W 49 th St. MC: 2020 Austin, TX 78756 OR Email Response to: pcsbids@hhsc.state.tx.us , OR Submit Response Online to, if applicable: https://hhs.texas.gov/doing-business-hhs/contracting-hhs/hhs-online-bid-room <i>(You must be registered to submit online.)</i>		Ship to or Service Delivered to Location: Dallas / Fort Worth Area
Source of Authority	<input type="checkbox"/> CPA/POD	<input type="checkbox"/> DIR	<input type="checkbox"/> Other:

By signing this document, respondent certifies that prices shown on this quote are true and correct. Should this bid/offer result in a Purchase Order, respondent agrees to comply with all "Terms and Conditions," which are attached and incorporated into this document.

Check below if preference claimed under Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule § 20.306: <input type="checkbox"/> Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran <input type="checkbox"/> Agricultural products grown in Texas <input type="checkbox"/> Agricultural products offered by a Texas bidder <input type="checkbox"/> Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran <input type="checkbox"/> Texas Vegetation Native to the Region <input type="checkbox"/> USA produced supplies, materials, or equipment <input type="checkbox"/> Products of persons with mental or physical disabilities <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel <input type="checkbox"/> Energy Efficient Products <input type="checkbox"/> Rubberized asphalt paving material <input type="checkbox"/> Recycled motor oil and lubricants <input type="checkbox"/> Products produced at facilities located on formerly contaminated property <input type="checkbox"/> Products and services from economically depressed or blighted areas <input type="checkbox"/> Vendors that meet or exceed air quality standards <input type="checkbox"/> Recycled or Reused Computer Equipment of Other Manufacturers <input type="checkbox"/> Foods of Higher Nutritional Value.	VENDOR / RESPONDENT MUST COMPLETE ALL ITEMS <hr/> <p style="text-align: center;">Signature of Vendor or Authorized Representative</p> <hr/> <p style="text-align: center;">Print Name (Must be manually signed; failure to sign will disqualify response.) Texas Vendor Identification No. (or Federal Employer's ID):</p> <hr/> <p>Name of Business _____</p> <p>Street Address _____</p> <p>City-State-Zip Code _____</p> <p>Telephone Number _____</p> <p>Fax Number _____</p> <p>E-Mail Address _____</p> <p><small><i>*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in Tex. Gov't Code § 2155.444(c)(2).</i></small></p> <p>AWARD NOTICE: The State reserves the right to make an award on the basis of low line-item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.</p>
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HHS Procurement and Contracting Services**1. INTRODUCTION AND PURPOSE OF IFB**

The Health and Human Services Commission (HHSC) Procurement and Contracting Services (PCS) on behalf of the Department of Family and Protective Services (DFPS) is issuing this Invitation for Bid (IFB) to solicit Respondents to enter into contracts with DFPS to provide meeting space to accommodate up to 350 people to meet in one room for the DFPS Child Protective Investigations (CPI) Leadership Conference.

DFPS may enter into multiple contracts with more than one Respondent in all DFPS Regions 1-11 (See **Section 13** for Map). A Respondent may be awarded a contract to serve a single or multiple DFPS Regions.

Attachments to this IFB:

- PCS 137 – Solicitation Document (This document)
- Exhibit A – Affirmation and Solicitation Acceptance
- Exhibit B – DFPS Uniform Terms and Conditions (UTCs)
- Exhibit C – Pricing Sheet
- Exhibit D – Minimum Qualifications Form
- Exhibit E – Online Bid Room
- Exhibit F – Respondent Reference Form

Class and Item:

971-65 Room Rental or Lease for Conferences, Seminars, etc.

2. AGENCY OVERVIEW

The Health and Human Services Commission (HHSC) was created in 1991 to oversee and coordinate the planning and delivery of health and human services in Texas. It is established pursuant to [Chapter 531, Texas Government Code](#) and is responsible for oversight of Texas Health and Human Services agencies (HHS agencies). As a result of the consolidation due to [House Bill 2292 \(HB2292\)](#), some of the contracting and procurement activities for HHS agencies have been assigned to the PCS section of HHSC. As such, HHSC/PCS will administer the initial stages of the procurement process, prior to the contract award, including IFB announcement and publication, handling of communications from the respondent, as well as managing the receipt and evaluation of valid responses for final review and evaluation. HHSC/PCS directs the execution of the award of the contract resulting from this IFB.

DFPS will administer the contract.

3. DEFINITIONS

- Appendix – Additional information and/or forms that is available in the back of this IFB document.
- Bidder– Entity or individual that submits a response to an IFB. See Respondent.
- Contract – A written document referring to promises or agreement for which the law establishes enforceable duties and remedies between a minimum of two parties.
- Contract Term – The period of time during which the Contract will be effective from begin date to end, or renewal date. The contract term may or may not be the same as the budget period.

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- Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code, Chapter 20, Subchapter G, and the System of Award Management (SAM).
- Deliverables – Goods or services contracted for delivery or performance.
- Due Date – Established deadline for submission of a document or deliverable.
- Effective Date – The date the contract term begins.
- Respondent – Entity or individual that submits a response to an IFB. See Bidder.
- Scope of Work – A statement that defines specific services to be performed.
- IFB – The process of notifying prospective contractors of an opportunity to provide goods or services to the State. It is used interchangeably with 'solicitation' in this IFB.
- Subcontractor – An entity hired by an awarded contractor to perform a portion of the scope of work by the entity contracting with DFPS as a result of this IFB. The Contractor remains entirely responsible for performance of all requirements of the Contract through monitoring the subcontractor's performance.
- Unit Rate – Payment mechanism for services that are paid at a set rate per unit of service; for example, plumbing repair services at a prescribed rate per hour.
- Vendor – A contractor that provides goods and services that are typically procured through the open market.
- Vendor Identification Number (Vendor ID No.) – Fourteen-digit number needed for any entity to contract with the State of Texas, and which must be set up with the State Comptroller's Office. It consists of a ten-digit Vendor ID No. (IRS number, state agency number, or social security number) + check digit + 3-digit mail code.

4. INSTRUCTIONS TO RESPONDENTS

Before submitting a response to this IFB, read the ENTIRE IFB including **Exhibit B - DFPS Uniform Terms and Conditions**. Failure to read any part of this IFB will not relieve an awarded Contractor of their contractual obligations.

- 4.3** Failure to comply with this section may result in disqualification of a Respondent's Application.
- 4.4** Responses to this IFB will be received until the date and time shown above. Incomplete or late responses will not be considered.
- 4.5** The preferred methods of response are online bid portal or via email. Responses will be emailed to pcsbids@hhsc.state.tx.us or via the HHS Online Bid Room (see Exhibit H). Faxed responses will not be accepted. Response sent to any other email address will not be accepted.
- 4.6** If submitting by hand delivery, overnight/express/priority delivery, all documents should be submitted on a single USB drive and must be in Microsoft office® formats (Word® and Excel®, as applicable) or in a form that may be read by Microsoft office®

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software. Any documents with signatures shall be submitted as an Adobe® portable document format (PDF) file. HHSC is not responsible for documents that cannot be read or converted. Unreadable responses may be, in HHSC's sole discretion, rejected as nonresponsive.

4.7 The Response must include all documentation required by this Solicitation.

1. Submit one (1) USB drive of the complete response package – hard copy responses will not be accepted.
2. The USB drive must be enclosed in properly documented and sealed envelope or sealed carton.
3. The envelope or carton must be properly labeled, on the face or top of each, with the following:
 - a. Bidder's name
 - b. Contact name for response
 - c. Phone number for response contact
 - d. Solicitation number from the cover page of this Solicitation
 - e. HHSC PCS purchaser name (Questions, Section 5).

Responses to this solicitation may be submitted in original hard copy to the address below. An authorized officer of the Respondent must manually sign submittal.

Hand Delivery	Overnight/Express/Priority Mail Delivery
Health and Human Services Commission Attn: Bid Room Coordinator Procurement and Contracting Services 1100 W 49th St. MC: 2020 Austin, TX 78756	Health and Human Services Commission Attn: Bid Room Coordinator Tower Building Room 108 1100 W 49th St. MC: 2020 Austin, TX 78756

Fax responses will NOT be accepted. Emailed responses and responses submitted electronically through the HHS Online Bid Room will be accepted. Emailed responses must be submitted to pcsbids@hhsc.state.tx.us. For instructions on registration and use of the HHS Online Bid Room, (see **Exhibit E**). Online, electronic responses must be submitted to <https://hhs.texas.gov/doing-business-hhs/contracting-hhs/hhs-online-bid-room>.

HHSC/PCS will not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive submissions will not be considered. DFPS will not be held responsible for any solicitation response that is mishandled prior to receipt by DFPS. DFPS will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's proposal.

All solicitation responses become the property of HHSC after submission and will not be returned to Respondent. It is the Respondent's responsibility to appropriately mark and deliver the solicitation response to HHSC by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice of receipt from a

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commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

Response must include all required information/documents for this specification but may contain additional information considered pertinent by Respondent. HHSC/PCS reserves the right to reject any or all responses.

4.8 Procurement Schedule

Calendar of Events	Due Date
IFB Release Date	July 01, 2024
Respondent's Written Questions Due Date	July 08, 2024, 12:00PM
Deadline for to Post Written Answers	July 11, 2024, 05:00PM
IFB Submission Deadline	July 17, 2024, 10:30AM
Anticipated Contract Start Date	September 01, 2024

5. QUESTIONS

The **sole point of contact** for inquiries concerning this IFB is:

Purchaser's name: Steven Chavez, CTCD, CTCM

Telephone: 512-776-5002

E-mail address: rafael.chavez@hhs.texas.gov

Questions may also be submitted directly to the sole point of contact through the HHS Online Bid Room (see **Exhibit E**).

Direct all communications relating to this IFB to the HHSC/PCS point of contact named above. All other communications between a Respondent and HHS agency staff concerning this IFB are prohibited. In no instance is a Respondent to discuss cost information contained in a response with the HHSC/PCS point of contact or any other staff prior to response evaluation. **Failure to comply with these requirements may result in Response disqualification.**

6. HHSC/PCS AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS IFB

HHSC/PCS will post all official communication regarding this IFB on the ESBD website, including the notice of award for IFBs exceeding \$25,000. HHSC/PCS reserves the right to revise the IFB at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Respondent questions, amendments, or addendum issued by HHSC/PCS on the ESBD website. Respondents should check the website frequently for notice of matters affecting the IFB.

7. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

An evaluation of potential subcontracting opportunities was conducted for this contract in accordance with Texas Government Code Section 2161.252, and it was determined that this contract does not contain any probable subcontracting opportunities. **Therefore, DFPS is not requiring a HUB Subcontracting Plan (HSP) be submitted with this proposal.**

However, if respondent determines the need to subcontract, (or hire 1099 employees) for any services, equipment, materials and/or supplies to fulfill the terms of this contract, the respondent must inform the HHSC Point of Contact listed

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in the General Information section within five (5) business days of the solicitation posting to the Electronic State Business Daily, so that the solicitation may be updated. The respondent must submit a complete HUB Subcontracting Plan with its proposal to be considered responsive. The HSP form may be accessed at:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

If after the contract award the contractor determines a need to subcontract for any services, equipment, materials, and/or supplies, the contractor must contact DFPS for prior approval and request a review of its HUB Subcontracting Plan in accordance with the good faith effort requirements found in 34 Texas Administrative Code Section §20.285. The contractor may not utilize a subcontractor without prior written approval from the DFPS.

You are encouraged to contact the DFPS HUB Coordinator for HUB Program or HSP questions.

Texas Department of Family and Protective Services**DFPS HUB Coordinator**

E-mail: dfpshub@dfps.texas.gov

8. ESTIMATED QUANTITIES

Neither HHSC/PCS nor DFPS guarantees the acquisition of any quantities of goods or services during the term of the Contract. "Quantity" information is provided only as a guideline for preparing the response. The quantity information should not be construed as representing anticipated or actual quantities that will be ordered.

9. DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES (DFPS) MISSION

The mission of DFPS is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation by working with clients, families, and communities.

10. IFB PURPOSE AND BACKGROUND

To enhance leadership skills, child protection knowledge, and cross-regional networking through presentations and, social activities.

11. SCOPE OF WORK (SOW) TO BE PERFORMED

The required services to be provided are for the DFPS Child Protective Investigations (CPI) Leadership Conference. The purpose of this conference is to assemble all CPI supervisors and managers to enhance leadership skills, child protection knowledge, and cross-regional networking through presentations and, social activities.

i) The Schedule for the conference will be as follows:

(1) Pre-Conference Day 1 October 6, 2024

(i) 12:00pm to 7:00pm –Pre-registration and set up

1. Registration area Monday October 6, 2024, at 7:00 a.m. to 5:00 p.m. through Thursday October 10, 2024 at 7:00 a.m. to 5:00 p.m.

(ii) Eight skirted 6 ft tables with two chairs in the foyer space will be needed for the exhibitors.

1. Monday October 6, 2024, at 7:00 a.m. to 5:00 p.m. through Thursday October 10, 2024, at 7:00 a.m. to 5:00 p.m.

(2) Conference Day 2 Wave 1 Monday, October 7, 2024

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- (a) 8:00am to 5:00pm –General Assembly Room
- (b) Session, Trainings in breakout rooms
- (3) Conference Day 3 Wave 1 Tuesday, October 8, 2024
 - (a) 8:00am to 5:00pm – Training sessions in breakout rooms
- (4) Conference Day 4 Wave 2 Wednesday, October 9, 2024
 - (i) 8:00am to 5:00pm – Training sessions in breakout rooms
- (5) Conference Day 5 Wave 2 Thursday, October 10, 2024
 - (i) 8:00am to 5:00pm – Training sessions in breakout rooms

CONTRACTOR RESPONSIBILITIES

Description of services

i) The Contractor shall ensure meeting space will meet the following requirements:

- (1) Contractor shall provide conference meeting spaces, services, and lodging in the same facility for the above referenced conference dates.
- (2) Be well ventilated and properly lighted.
- (3) Pre-registration area available the first day, October 6, 2024, between 12:00pm to 7:00pm or as agreed upon with the hotel.

Contractor shall:

- 1. Provide an area for conference registration that is at least 20 feet by 60 feet,
 - 2. Include at least 3 skirted tables with at least 2 chairs per table, and
 - 3. The conference registration space must be in an area accessible to conference activities.
- (4) Main Conference Room/Large meeting space which shall:
 - (a) Accommodate for up to 350 conference attendees.
 - (b) Be set up with rounds and fixed leg chairs that will comfortably accommodate 350 conference attendees (preferred 8 chairs per round).
 - (c) Be set up with a stage and podium for presenters.
- (i) If a stage is required to be built, it shall:
 - 1. Have space dimensions not less than 12 feet long and 8 feet wide,
 - 2. Accommodate up to a minimum of 4 conference presenters,
 - 3. Have handrails on both sides, if there are stage steps,
 - 4. Be wheelchair accessible.
- (5) A minimum of Ten (10) Breakout rooms, which shall:
 - (a) Accommodate a minimum of 30 – 35 conference attendees each. (This could include the subdivision of the main conference room, as it will not be utilized at the same time as the meeting rooms.)
 - (b) Be well ventilated and properly lighted.
 - (c) Be set up with a minimum of 1 skirted table per room and sufficient fixed leg chairs to accommodate 30 – 35 conference attendees and,
 - (d) Be available throughout the conference dates.
 - (e) The number of skirted tables and fixed leg chairs required per meeting room shall be transmitted at a later date, by the DFPS contact person to the Contractor.
 - (f) Estimated times for conference activities may shift slightly based on need. In addition, set up changes involving seating and/or speaker requirements may occur.
 - (g) Contractor shall provide the following audio/visual and support items in all meeting rooms for each day of the conference:
 - 1. Electrical power access,
 - 2. Projector and projector screen,

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3. Table podium,
4. Microphone (lavalier or handheld),
5. Tripod stand with whitepaper flip pad and markers
6. Audio/Visual support services for the main ballroom/meeting room, specifically to include:
 7. Two (2) projectors,
 8. Two (2) projector screens,
 9. One (1) fixed microphone and
 10. One (1) wireless handheld microphone.
 11. One (1) lapel microphone for keynote speaker.
- (6) A boardroom or executive lounge area to be used by executive leadership for meetings and conference calls Monday, October 7, 7am-9pm through Thursday, October 10, 7am-5pm.
- (7) A reception space to use the evenings of October 7th and October 9th, from 5:30 p.m. to 7:30 p.m. each of the two (2) days, to encourage statewide relational development and networking.
 - a) Lodging:
 - i) Contractor shall:
 - (1) Ensure overnight lodging is available in the same facility or an adjacent facility for 350 conference attendees for each wave.
 - (2) Provide transportation between the two facilities, if the facility is not adjacent to the conference hotel.
 - (3) Accept the GSA prevailing guest room rate for the venue geographical area.
 - b) Parking:
 - i) Contractor shall:
 - (1) Provide complimentary or reduced self-parking per day for conference attendees.
 - (2) Allow conference attendees in and out privileges for paid parking.
 - c) Other Items:
 - i) Contractor may list any Complimentary Items they are willing to offer, such as:
 - (1) Welcome reception package
 - (2) AM breaks/PM breaks for conference attendees
 - (3) Free Wi-Fi in all meeting space including main ballroom and all breakout rooms for presentations over the dates of the conference.
 - (4) Complimentary guest rooms based on the number of guest room nights actualized.
 - (5) Complimentary Breakfast Buffet for overnight guests
 - (6) Complimentary food/restaurant discounts
 - (7) Complimentary Evening Reception for overnight guests
 - (8) Late checkout on the last day of the conference
 - (9) 1 week cut-off prior to the conference start date for guest room bookings
 - d) Be in the Dallas/Ft. Worth area for access to airports and rental cars.
 - e) Provide atrium space to accommodate registration tables four (4) and DFPS vendor tables ten (10). Access to an ethernet cord for registration is preferred.
 - f) Provide on-site self-parking that is owned by the Vendor.

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- g) Provide a secure storage room or space of to store CPI print material attendee welcome bags and serve as a meeting space for the conference planning committee.
- h) Provide a boardroom or executive lounge area to be used by executive leadership for meetings and conference calls 7am-9pm Monday October 6, 2024, to Wednesday October 9, 2024, and 7am-5pm Thursday October 10, 2024.
- i) Be in good working order including dependable air conditioning, hot/cold water, functioning plumbing and bathroom access near conference space, internet access for all presenters, electricity, and restaurant on-site.
- j) The Vendor shall accept the prevailing state-lodging rate per night for either single or double accommodations as posted on the State of Texas Comptroller's website: <https://fm.xcpa.texas.gov/fmx/travel/texttravel/rates/current.php>. The bidder shall state the number of lodging rooms that will be set aside each day for conference attendees.
- k) Vendor will ensure that space remains available on designated conference dates and designated pre-registration dates.
- l) Other Items:
 - Please list any special consideration you may be willing to offer, such as:
 - i) Welcome reception package
 - ii) AM breaks/PM breaks for conference attendees
 - iii) Free Wi-Fi in the meeting space/main ballroom for presentations over the dates of the conference
 - iv) One (1) complimentary guest room per 50 guest room nights utilized by DFPS.
- m) If Contractor is unable to provide Audio/Video services within the total cost of the meeting space, DFPS may negotiate Audio/Video services with an outside vendor for the conference.

DFPS RESPONSIBILITIES

- a) DFPS will provide timely review and acceptance of Vendor's deliverables.
- b) DFPS will schedule all workshops and guest speakers within the allotted time frames of the meeting space.
- c) DFPS will ensure that hotel reservations are made by staff in a timely manner.
- d) DFPS will report to the Vendor if there is any change in the number of participants that need to be accommodated.

BOTH PARTIES' RESPONSIBILITIES

- a) Both parties agree to confirm all contracted conference plans in advance of the conference, by designating and notifying the other party of a Single Point of Contact (SPOC) and exchange their contact information.
- b) Both parties agree to maintain ongoing communication throughout the conference planning and conference delivery stages. If either party is unable to fulfill any part of their obligation, the corresponding SPOC is to be notified immediately.

COST

- a) Contractor Bid must be all-inclusive of requested items above, service charges and/or additional fees.

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- a) Contractor must submit invoices no later than the 15th day of the month following the conclusion of the DFPS Contracting Conference. The invoice should be emailed to the DFPS contract manager, and to the program liaisons.
- b) Contractor shall be reimbursed within 30 days of invoice receipt by DFPS, in accordance with the State of Texas Prompt Payment Act.

SERVICE LOCATION(S)

- a) DFPS, at its sole discretion, during the contract term and with a 30 days' advance written notice, reserves the right to change, consolidate, delete, or add service locations.
- b) Location(s) for Services:
 - i) Preferred area of Dallas/Fort Worth, Texas.

12.1 Respondent will prepare additional written reports for DFPS when requested and in the format required by DFPS.

12.2 Respondent will comply with the DFPS Vendor Uniform Terms and Conditions (**Exhibit B**).

12. MINIMUM QUALIFICATIONS

Minimum of 3 years' experience hosting conferences

13. DFPS REGIONS - SERVICE LOCATIONS

A Respondent may provide services in one, some or all in DFPS Regions (for map, see http://www.dfps.state.tx.us/contact_us/map.asp).

14. COST OF SERVICES

Respondents must propose cost to provide these services on Pricing Sheet (**Exhibit C**) and Minimum Qualifications (**Exhibit D**).

15. CONTRACT TERM**12.1 Initial Contract Term**

DFPS will award contracts that start on September 01, 2024, in the Contract and will end on August 31, 2025, with no renewal options. DFPS reserves the right to award contracts for a Contract Term of any duration.

12.2 Extension Option

DFPS, at its sole option and subject to availability of funding, may extend the Contract beyond the initial term and all renewal periods for up to one year as necessary to ensure continuity of service, to process a new solicitation, to secure a new contract, for purposes of transition to a new Contractor, or as otherwise determined by the HHS Agency.

This extension, if exercised, will require the Contractor to continue performing services in accordance with the Contract requirements and all terms and conditions.

16. PRICING INFORMATION

HHS Procurement and Contracting Services**13.1 Pricing Structure**

Prices offered, as part of the Bidder's response, must be firm, fixed prices for the initial term of the Contract.

The pricing must be submitted only using **Exhibit C - Pricing Sheet** based on the description and the unit of measure(s) provided for each line item. The unit prices must include all Solicitation requirements, including, but not limited to, labor, equipment, materials, supplies and all related expenses.

13.2 Price Adjustments

Contractors are required to immediately implement any price decrease that may become available during the contract term. Contractor must notify the designated DFPS contract manager in writing so that a Purchase Order Change Notice or Contract Amendment may be processed. The Contractor will be provided the DFPS contract manager contact information upon award.

13.3 Price Adjustment Requests

The Contractor must provide, in writing to the DFPS contract manager, a request for a price adjustment.

Contractor must provide supporting documentation to justify any price adjustment. Any request submitted that fails to use the formula above for calculating a price adjustment will not be considered a complete, properly submitted request. Additionally, any request submitted by a Contractor that does not include supporting documentation will not be considered a complete, properly submitted price adjustment request.

DFPS reserves the right to accept or reject the request for a price adjustment. The Contractor will receive written notification, through a Purchase Order Change Notice or Contract Amendment, from the DFPS contract manager documenting action taken, to include effective dates, for any adjustments approved.

17. INVOICING AND PAYMENTS

No payment will be made without the submission of accurate and proper invoices to DFPS based on completed services requests.

Invoices must be received at the DFPS designated location and in the format identified by DFPS in accordance with the Texas Prompt Payment Act (see Texas Government Code Chapter 2251).

18. INSURANCE

The Respondent agrees to comply with Insurance requirements in –the DFPS Vendor Uniform Terms and Conditions (**Exhibit B**).

19. REMEDIES AND DISPUTES

Respondent agrees to comply with the remedies and dispute requirements in the DFPS Vendor Uniform Terms and Conditions (**Exhibit B**).

20. REFERENCES

Respondents must submit with response a list of business references (minimum of three) for which they have provided similar services for in the last two years – see Respondent

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Reference Form (**Exhibit F**). Respondent's references should include at a minimum the company name, company point-of-contact, phone number, address, city, state, zip code and description of services provided, including language(s) interpreted (see Respondent Reference Form (**Exhibit F**)). Failure to submit required list of references may cause response to be disqualified. HHSC/PCS may contact any or all references prior to an award. Any negative response may result in disqualification of the Respondent's submittal.

21. MINOR INFORMALITY OR WITHDRAWAL OF RESPONSE

Responses may be withdrawn from consideration at any time prior to the response submission deadline. A written request for withdrawal must be made to the HHSC/PCS sole point of contact. A Respondent has the right to amend its response at any time and to any degree by written notice of changes or corrections in a sealed letter or carton to the Response Coordinator prior to the response submission deadline. HHSC reserves the right to waive minor informalities in a response and award a contract that is in the best interests of the State of Texas. A minor informality may include, but is not limited to, a minor irregularity or error such as a clerical error in the production of copies of the response. When HHSC determines that a response contains a minor informality, HHSC will notify the Respondent of the irregularity or error and will provide the Respondent the opportunity to correct.

22. EVALUATION

13.4 Any negative result concerning submission information, references or forms may cause response to be disqualified.

13.5 In evaluating responses to determine the best value for the State, HHSC/PCS may consider information related to past contract performance/results of a Respondent including, but not limited to CPA's [Vendor Performance Tracking System](#).

23.3 All responses will be evaluated in a standard manner and will be rated according to the following criteria:

23.3.1 COST OF SERVICES SPECIFIED IN IFB

Costs of services are significant in the overall evaluation of the responses. However, DFPS is not obligated to select the lowest cost response. The award will be made to the Respondent(s) whose responses are most advantageous to DFPS cost and other factors considered.

23.3.2 EXPERIENCE AND PERFORMANCE RECORD

DFPS reserves the right to consider Respondent's experience with this agency or contact individuals or businesses, whether private or governmental, which might have information bearing on the performance record of respondents.

23.3.3 CAPABILITIES

Evaluation will be based upon your response to this IFB, overall experience, and Respondent's capabilities with particular emphasis on the degree of supervision and number of employees that will be provided to perform this Contract.

23. AWARD

23.1 DFPS has the right to make one or more awards on the basis of a low line item, low total (group or groups) or in any other combination, to the lowest Respondent meeting or exceeding all advertised specifications, performance requirements, and terms and conditions, that will best serve the interests of the State. DFPS will be sole judge of "the best interest of the State."

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23.2 A contract award or awards will be made to the highest-ranked Respondent(s) after DFPS is satisfied that the Respondent has met stipulations contained in this IFB, and that the Respondent can perform per specifications, terms, and conditions. DFPS may also opt not to issue an award with regard to this IFB. During the life of this Contract, DFPS reserves the right to solicit for services that would normally be performed/accomplished using this Contract if it deems that by doing so would be in the best interest of the State.

24. PROTEST PROCEDURES

[Texas Administrative Code, Title 1, Part 15, Chapter 391, Subchapter C](#) outlines HHSC's respondent protest procedures.

25. CONFIDENTIAL OR PROPRIETARY INFORMATION**25.1. Bidder Requirements Regarding Disclosure**

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

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

1. Mark Original Proposal
 - a. Mark the Original Proposal, on the top of the front page, with the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and
 - b. Identify, adjacent to each portion of the Solicitation Response, that Bidder claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Solicitation Response).
2. Certify in Original Solicitation Response - HHS Solicitation Affirmations (**Exhibit A**)
 - a. Certify, in the designated section of the HHS Solicitation Affirmations, Bidder's confidential information assertion and the filing of its Public Information Act Copy; and
 - b. Submit Public Information Act Copy of Proposal
 - i. Submit a separate "Public Information Act Copy" of the Original Proposal (in addition to the original and all copies otherwise required under the provisions of this Solicitation).
 - ii. The Public Information Act Copy must meet the following requirements:
 1. The copy must be clearly marked as "**PUBLIC INFORMATION ACT COPY**" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);

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2. Each portion Bidder claims is exempt from public disclosure must be redacted (blacked out); and
3. Bidder must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (c) of this section must be identical to those set forth in the Original Proposal as required in Subsection (a)(2), above. The only difference in required markings and information between the Original Proposal and the "Public Information Act Copy" of the proposal will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the Original Proposal.

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

If any or all Bidders submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, HHSC, in its sole discretion and in any solicitation, reserves the right to (1) disqualify all Bidders that fail to fully comply with the requirements set forth in this section, or (2) to offer all Bidders that fail to fully comply with the requirements set forth in this section additional time to comply. Bidder should not submit a Public Information Act Copy indicating that the entire proposal is exempt from disclosure. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire Solicitation Response subject to release under the PIA.

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

HHSC will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this solicitation process, Bidder acknowledges that all information, documentation, and other materials submitted in the Solicitation Response in response to this Solicitation may be subject to public disclosure under the PIA. HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Bidders are advised to consult with their legal counsel concerning

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disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. HHSC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Bidders.

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

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Appendix A – RESPONDENT CHECKLIST FOR SUBMISSION OF RESPONSE

The following is checklist of certain required and requested items in this IFB to assist the Respondent in responding to this IFB. Failure to submit required information may cause response to be disqualified.

- ☐ Respondent should submit response in accordance with the instructions on Page 1 of this IFB. Response must be submitted in a sealed envelope referencing the following information in the lower left corner of the envelope: opening date & time, requisition number and Respondent's name and address.
- ☐ Respondent must sign and return Page 1 of the IFB. Unsigned responses will not be considered under any circumstance.
- ☐ Respondent will complete Payee ID Number, full business name, and address of Respondent on Page 1 of the IFB.
- ☐ Respondent must read the IFB thoroughly and understands that by signing the response the Respondent represents that they have read and understood the specifications as well as the Terms and Conditions.
- ☐ Respondent must submit with response a list of business references on Respondent Reference Form (**Exhibit F**). Failure to submit required list of references may cause response to be disqualified.
- ☐ Respondent will submit with response, the following completed forms and information. Failure to return form(s) may cause response to be disqualified.
 - ☐ Page 1 of the IFB with signature
 - ☐ Exhibit A – Affirmation and Solicitation Acceptance Form
 - ☐ Exhibit C – Pricing Sheet
 - ☐ Exhibit D – Minimum Qualifications
 - ☐ Exhibit F – Respondent Reference
 - ☐ PCS 121 Addendum Acknowledgement Form(s), (if issued), signed
 - ☐ Copies of Certifications, License, Registration, and Permits, if applicable

HHS Procurement and Contracting Services**Exhibit F – Respondent Reference Form**

Respondents must submit with response a list of business references (minimum three) for which they have provided similar services for in the last two years. These references should demonstrate the Respondent's ability to perform the Scope of Work described in the IFB. Include contract dates and contact information (customer points of contact, address, telephone number and email address). The Respondent must explain whether it performed the work as a prime contractor or subcontractor. If the Respondent performed the work as a subcontractor, the Respondent must describe the scope of subcontracted activities.

1. Business Name:

Point-of-Contact / Title:

Phone:

Email:

Description of Service Provided

2. Business Name:

Point-of-Contact / Title:

Phone:

Email:

Description of Service Provided

3. Business Name:

Point-of-Contact / Title:

Phone:

Email:

Description of Service Provided

4. Business Name:

Point-of-Contact / Title:

Phone:

Email:

Description of Service Provided: