



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

Request for Proposals (RFP)
for
Document Processing Services

RFP No. HHS0015252

Date of Release: May 16, 2025

Responses Due: [See Section 3.1, Schedule of Events](#)

920-22 *Data Preparation and Processing Services, Including Bates Coding
920-38 *Optical Scanning Service
961-30 *Employment Agency and Search Firm Service, Including Background Investigations and Drug Testing for Employment
962-69 *Personnel Services, Temporary
204-88 * Scanners, Document: Handheld, Desktop and High Volume

***Automated Information Systems (AIS)**

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ARTICLE I. INTRODUCTIONS, DEFINITIONS, AND AUTHORITY

1.1 INTRODUCTION

The Health and Human Services Commission (HHSC) seeks qualified Respondents to provide Document Processing Services (DPS) using State provided document imaging solutions. HHSC's mission objectives for this RFP are to obtain inbound mail processing and document imaging services for public assistance programs administered by HHSC. The objectives of this procurement are, to:

- a. Ensure continuous service in the performance of inbound mail processing and document imaging functions;
- b. Ensure all inbound documents are properly imaged within timeframes and correctly uploaded to appropriate systems as described in **Exhibit E, Scope of Work (SOW)**.
- c. Utilize current State equipment, telephonic infrastructure, facilities, and automation capabilities by providing DPS that uses and improves utilization of resources available to the State; and
- d. Support HHSC's modernization efforts to continuously improve business processes and take advantage of emerging technologies that promote efficiency and improved service delivery.

HHSC Procurement and Contracting Services (PCS) will administer the procurement process for this Solicitation, which includes RFP publication, handling of communications from vendors, as well as managing the receipt of Solicitation Responses for review and evaluation.

To be considered for award, Respondents must execute **Exhibit A, HHS Solicitation Affirmations, Version 2.6** and provide all other required information and documentation as set forth in this Solicitation.

Information regarding HHSC and its programs is available online and can currently be accessed at www.hhs.texas.gov.

1.2 DEFINITIONS

As used in this Solicitation, unless a different definition is specified or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below. Refer to **Exhibit B, HHS Uniform Terms and Conditions – Vendor, Version 3.4**, **Exhibit C, HHS Additional Provisions, Version 1.0**, **Exhibit D, Data Use Agreement, Version 8.5**, and **Exhibit T, Document Processing Center Procedures**, for additional definitions.

“Accounting Policy Manual” means a guide outlining the financial procedures, policies, and internal controls that govern the financial management of contracts, ensuring consistency and compliance with state regulations throughout the contract lifecycle.

“Addendum” means a written clarification or revision to this Solicitation issued by HHSC PCS and posted to the ESBD.

“Award Consideration (AC) Documents” means documents Respondent must submit as part of the Solicitation Response to be considered for negotiations or award.

“BAFO” means Best and Final Offer

“Billable Event” means each instance of the document initiated by the Consumer.

“CBO” means Community Based Organization; Organization providing assistance to an applicant applying for and enrolling in state-funded programs by aiding in the application process and seeking answers to case inquiries.

“CHIP” means Children’s Health Insurance Program.

“CMQ” or “Contract Monitoring Questionnaire” means the questionnaire, which the Contractor provides to HHSC with detailed information regarding the Contractor’s internal controls and general processes important to HHSC contracting. HHSC uses the CMQ as part of the Contract risk evaluation process.

“Competitive Range” has the same meaning as the definition under [Title 1, Texas Administrative Code \(TAC\) Pt 15 Ch 391 Subchapter A §391.107 \(3\)](#).

“Consumer” means a member of the target population to be served by the Contractor’s organization, which are primarily applicants for, and beneficiaries of, public assistance programs administered by HHSC.

“Contract” has the same meaning as the definition in **Exhibit B, HHS Uniform Terms and Conditions – Vendor, Version 3.4**.

“Contract Execution” means the process of signing a Contract and making it legally binding and enforceable.

“Contract Term” means the period of time beginning with the commencement date or Effective Date of a Contract and ending when the Contract expires in accordance with its terms, or when it has been terminated.

“Contractor” means the Party selected to provide the Goods or Services under this Contract.

“CPP” means Community Partner Program.

“Deliverable” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“DFPS” means the Department of Family and Protective Services.

“DPS” means Document Processing Services.

“DPC” means Document Processing Center.

“DSHS” means the Department of State Health Services.

“Effective Date” has the same meaning as the definition in **Exhibit B, HHS Uniform Terms and Conditions – Vendor, Version 3.4.**

“EB” means Enrollment Broker.

“ES” means Eligibility Support.

“ESBD” means the Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over \$25,000 are posted. The ESBD may currently be accessed at <http://www.txsmartbuy.com/esbd>.

“Executive Level Management” means the process of overseeing an organization's operations and strategic direction to ensure it's aligned with its goals and objectives.

“Firm Fixed Price” means a type of Contract where the price is set and not subject to any adjustments based on the Contractor's costs during the Contract Term.

“Food and Nutrition Service” or “FNS” refers to the federal agency within the United States Department of Agriculture. FNS is the federal agency responsible for administering the nation's domestic nutrition assistance programs.

“HHSC” means Health and Human Services Commission.

“HHSC PCS” means Procurement and Contracting Services (PCS), a division of HHSC.

“HUB” means Historically Underutilized Business, as defined by [Section 2161.001\(2\) of the Texas Government Code](#).

“HUB Subcontracting Plan” or “HSP” means written documentation regarding the use of subcontractors, which is required by [Section 2161.252 of the Texas Government Code](#), for a purchase with an expected value of \$100,000 or more when the State agency has determined

subcontracting opportunities are probable. The HSP subsequently becomes a provision of the Contract and Contractor's compliance with the HSP will be monitored during the Contract Term.

“**Incident**” means an event that interrupts or has the potential to interrupt normal daily Document Processing Center activities and/or an event resulting in partial or complete facility loss or use. May also be referred to as an “**Outage**” in this Solicitation.

“**Incident Report**” means the process of informing State Key Contacts of all outages and incidents within a defined timeframe.

“**Key Milestone**” means significant points or events with a Contract timeline that are critical to the successful completion of the Contract. These milestones are used to measure progress, assess performance, and ensure that the project stays on track to achieve desired outcomes and fulfill Contract objectives.

“**Key Contact**” means the single point of contact for all communication related to the Contract, streamlining interactions between the Parties.

“**Key Personnel**” means all executive, director, or management positions assigned to this Project.

“**Knowledge Transfer Plan**” means all materials useful and necessary to perform all job duties, including identifying subject matter experts no less than sixty (60) calendar days prior to the end of the Contract.

“**Key Performance Requirements**” or “**KPR**” refers to the business metrics that are used to track an organization's performance.

“**Operational Phase**” means the phase from the end of the Transition Phase through the beginning of Turnover (see **Exhibit E, Section 3.8, Operational Phase Requirements**). This period involves performance monitoring and compliance with the Contract terms.

“**Post Award Conference**” means open communication and alignment between the Contractor and the contracting organization regarding the Project scope, timelines, Deliverables, and any specific requirements outlined in the Contract.

“**Post-Turnover**” means a Turnover Results Report and access to the Contractor's staff with technical and operational expertise for up to ninety (90) calendar days after the Transition date for defect resolution and Turnover component, including software maintenance.

“**Procurement Library**” means the repository of reference information (e.g., historical data) related to this Solicitation that is made available on the ESBD. Unless expressly incorporated by reference in this Solicitation, documents in the Procurement Library do not become part of the Contract.

“Project” means the Goods or Services described in the Signature Document or a Work Order of this Contract.

“PHI” means Protected Health Information.

“Reconciliation” means comparing and verifying financial data's accuracy between two different sources.

“Respondent” means the individual or entity responding to this Solicitation.

“Service” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

“Solicitation” or “RFP” means Request for Proposals, including all exhibits, attachments, forms, and Addenda, if any.

“Solicitation Consideration (SC) Documents” means documents that must be submitted by Respondent with the Solicitation Response in order to be considered for evaluation and cannot be resubmitted or have errors remedied after the submission due date and time in the Schedule of Events has passed.

“Solicitation Response” means Contractor’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“State” means the State of Texas and its instrumentalities, including HHSC, and any other State agency, its officers, employees, or authorized agents.

“State Action Request” or “SAR” means the formal communication from HHSC to the Contractor.

“Supplemental Nutrition Assistance Program” or “SNAP” means a federal nutrition Program that provides nutrition benefits to supplement the food budget of families in need, so they can purchase healthy food and move towards self-sufficiency.

“TANF” means Temporary Assistance for Needy Families.

“Transition Phase” means the phase during which responsibilities for a Contract shift from the outgoing contractor to the Contractor. This phase is essential to ensure that all contractual obligations, processes, and knowledge are effectively communicated and handed over, allowing the new Contractor to assume full responsibility and continue operations seamlessly.

“TIERS” means Texas Integrated Eligibility and Redesign System.

“Turnover” means those activities that are required for the Contractor to perform in order to transition Contract operations to a subsequent vendor or HHSC.

“Vendor Action Request” or “VAR” means the formal communication from the Contractor to HHSC.

“VPTS” means Vendor Performance Tracking System maintained by the Texas Comptroller of Public Accounts. The VPTS may be currently accessed at <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

1.3 AUTHORITY

HHSC is soliciting the Services stated in this Solicitation under the authority of Texas Government Code Sections [2155.144\(a\), \(b\), \(b-1\)\(2\)](#).

ARTICLE II. SCOPE OF WORK

2.1 DESCRIPTION OF SERVICES

HHSC continues to modernize the eligibility determination processes that connect Texans to services that include the Children's Health Insurance Program (CHIP), Medicaid, Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and other State and Federal Health and Human Services programs. HHSC's current eligibility system offers individuals access to services through a statewide network of eligibility offices, telephony, mail, fax, and the Internet. HHSC is committed to providing a system that supports completing cases the on the first business day in which all required documentation is received and to promoting self-service options for Consumers through YourTexasBenefits.com and [2-1-1 Texas](http://2-1-1.Texas).

HHSC eligibility staff use an integrated automation system, Texas Integrated Eligibility and Redesign System (TIERS), to support the eligibility determination process. TIERS has allowed HHSC to expand Internet and call-center services to provide 24-hours a day, seven (7) days a week self-service options for Consumers, and to utilize other technologies to increase efficiency in the business process.

YourTexasBenefits.com currently allows Texans to submit applications and renewals for public assistance, upload copies of supporting documentation required by HHSC, and provide access to self-service features related to participation in public assistance programs. Other features include giving Consumers the ability to view and receive electronic communications and to receive text reminders. By providing tools to support more self-service options for Consumers, HHSC expects to see staff productivity increase as more Consumers use these options. Furthermore, when Consumers enter application data into YourTexasBenefits.com, the data is pre-populated into TIERS, reducing the time HHSC staff must spend on data entry during the application processing.

TIERS allow Consumer case files and documentation to be processed and stored electronically.

A key component of HHSC's operations for administering public assistance programs is the Document Processing Center (DPC). Applications and related documents are maintained in electronic case files. To become a part of the electronic case file, all inbound Consumer-related documents sent by mail or overnight courier (rather than directly uploaded online or faxed) to HHSC, must be converted to electronic images and routed through HHSC automation systems by the Contractor. These electronic files enable HHSC to electronically task eligibility work to staff around the State and include essential confidential case information that is assessed prior to a final eligibility decision by HHSC staff. Accurate and timely imaging of these documents is essential to HHSC's goal of providing access to benefits as quickly as possible to Texans who qualify.

The Scope of Work described in this RFP defines the Work to be done by the Contractor to support the HHSC processes for accepting applications for public assistance and related supporting documents. Other HHSC needs related to the above may be included in the Scope of Work.

Contract for these administrative Services is awarded to an organization, not an individual. When accepting a Contract, the Contractor agrees to administer the administrative Services in

accordance with all the requirements set forth in the Request for Proposal (RFP) and **Exhibit E, Scope for Work (SOW)**.

Additionally, the Contractor must adhere to and meet all Deliverable due dates set forth in **Exhibit G, Deliverables**. Deliverable due dates that fall on a non-business day, weekend, or holiday will be due the next business day following the original due date.

2.1.1 Key Performance Requirements and Deliverables

All Services and Deliverables under the Contract must be provided in a manner consistent with all the requirements set forth in **Exhibit E, Scope of Work (SOW), Exhibit F, Key Performance Requirements**, and **Exhibit G, Deliverables**. The Contractor must meet and report on Key Performance Requirements (KPRs). In addition, the Contractor must:

- a. Provide all Services and Deliverables in a manner consistent with the standards of quality and integrity set forth in any Contract resulting from this Solicitation;
- b. Provide all Services and Deliverables that meet or exceed the required level of performance set forth in any Contract resulting from this Solicitation, and meet or exceed HHSC's mission and objectives; and
- c. Perform the Services in a quality manner, in accordance with best practices and high professional standards used in well-managed operations performing services similar to the Services described in any Contract resulting from this Solicitation.

Contractor and HHSC shall comply with the software and automated data processing equipment ownership rights prescribed under **Exhibit B, HHS Uniform Terms and Conditions – Vendor, Version 3.4**.

HHSC's formal communication process requirements will be utilized for the submission of all reports required for KPRs and Deliverables. HHSC will provide comments and approval for each required report for KPRs and Deliverables utilizing the formal communication process (see **Exhibit E, Scope of Work (SOW)**).

2.2 CONTRACT AWARD, TERM, AND HISTORICAL COMPENSATION

2.2.1 Contract Award and Execution

HHSC intends to award one (1) Contract as a result of this Solicitation. Any award is contingent upon approval of the HHSC executive commissioner or their designee.

If, for any reason, a final Contract cannot be executed with a Respondent selected for award within fifteen (15) calendar days of HHSC's determination to seek to contract with that Respondent, HHSC may negotiate a Contract with the next highest scoring Respondent or may withdraw, modify, or partially award this Solicitation.

2.2.2 Contract Term

The initial term of any Contract resulting from this Solicitation will be three (3) years. HHSC, at its sole option, may extend any Contract awarded pursuant to this Solicitation for up to two (2) additional years.

Following the base term and any allowable renewals or extensions, HHSC may extend any resulting Contract for not more than one (1) additional option period to address immediate operational or service delivery needs. If the resulting Contract does not include a defined option period, the extension is limited to one (1) year.

2.2.3 Historical Compensation

Historical compensation under Contracts with similar scope and size to this Solicitation has been approximately \$4.5M per State Fiscal Year. Notwithstanding **Section 2.2.3 (Historical Compensation)**, HHSC reserves the right to adjust any projected amount based on State funding during the Contract Term.

2.3 DATA USE AGREEMENT (DUA) AND SECURITY PRIVACY INQUIRY (SPI)

By entering into a Contract with HHSC as a result of this Solicitation, Respondent agrees to be bound by the terms of the **Data Use Agreement (DUA), Version 8.5**, attached as **Exhibit D**.

Respondents must complete and return, with their Solicitation Response, **Exhibit D-1, Attachment 2 to the DUA, Security and Privacy Inquiry (SPI), Version 2.1**.

Contractor shall ensure that all Confidential Information (as defined in the DUA), including such information residing on back-up systems, remains within the United States. Confidential Information shall not be accessed by Contractor personnel located outside of the United States. Furthermore, Confidential Information may not be received, stored, processed, or disposed via information technology systems located outside of the United States.

2.4 NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION

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

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

2.5 GOVERNMENTAL ENTITIES

If Respondent is responding to this Solicitation in its capacity as a governmental entity, certain terms and conditions found in this Solicitation, including all exhibits and attachments, may not be applicable. Furthermore, to the extent permitted by law, if a Solicitation Response is received from a governmental entity, HHSC reserves the right to enter into an interagency or interlocal agreement with the governmental entity.

ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Posting to ESBD	MAY 16, 2025
Pre-proposal Conference and HSP Training (Attendance is Optional)	MAY 22, 2025, AT 2:00 PM Central Time
Deadline for Submitting Questions or Requests for Clarification	MAY 26, 2025, AT 10:00 AM Central Time
Tentative Date Responses to Questions or Requests for Clarification Posted on ESBD	MAY 29, 2025, AT 10:00 AM Central Time
Deadline for Courtesy HSP Review	MAY 30, 2025, AT 10:00 AM Central Time
Deadline for Submission of Solicitation Responses <i>[NOTE: Responses must be RECEIVED by HHSC by the deadline.]</i>	JUNE 16, 2025, at 10:30 AM Central Time
Evaluation Period	JUNE – JULY 2025
Anticipated Notice of Award	SEPTEMBER 2026
Anticipated Contract Start Date	SEPTEMBER 2026

Respondents must submit their Solicitation Responses to HHSC in accordance with the Deadline for Submission of Solicitation Responses indicated in this Schedule of Events or as changed via an Addendum posted to the ESBD.

NOTE: All dates are tentative and HHSC reserves the right to modify these dates at any time. At the sole discretion of HHSC, events listed in the Schedule of Events are subject to scheduling changes and cancellations. Scheduling changes or cancellation determinations made prior to the Deadline for Submission of Solicitation Responses will be published by posting an Addendum to the ESBD. After the Deadline for Submission of Solicitation Responses, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding the anticipated award date to the [Procurement Forecast](#) on the HHS Procurement

Opportunities web page. Each Respondent is responsible for checking the ESD and [Procurement Forecast](#) for updates.

By submitting a Solicitation Response, the Respondent represents and warrants that any individual submitting the Solicitation Response and any related documents on behalf of the Respondent is authorized to do so and to bind the Respondent under any Contract that may result from this Solicitation.

3.2 AMBIGUITY, CONFLICT, OR DISCREPANCY

Respondent must notify the Sole Point of Contact (see **Section 3.3.1**) of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation in the manner and by the Deadline for Submitting Questions or Request for Clarification described in **Section 3.3.4 (Solicitation Questions)**.

Respondent submits a Solicitation Response at its own risk.

If Respondent fails to properly and timely notify the Sole Point of Contact (see **Section 3.3.1**) of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation, Respondent, whether awarded a Contract or not:

- a. Waives any claim of error or ambiguity in the Solicitation and any resulting Contract;
- b. May not contest the interpretation by HHSC of such provision(s); and
- c. Is not entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error, or its later correction.

3.3 INQUIRIES

3.3.1 Sole Point of Contact

All requests, questions, or other communication about this Solicitation must be made in writing to HHSC PCS, addressed to the person listed below (Sole Point of Contact). Additionally, a phone number is provided for purposes such as instructing a potential Respondent through an IT system or website referenced in this Solicitation. Communication via telephone is not binding.

The Sole Point of Contact will authorize a secondary Sole Point of Contact in the event of their absence and, in such an event, will include the contact information for the secondary Sole Point of Contact in their automatic reply out-of-office e-mail message. Respondents seeking to contact the Sole Point of Contact should do so via e-mail in order to receive updated contact information.

Name	Katrina Chester, CTCD, CTCM
Title	PCS Purchaser
Address	Procurement and Contracting Services Building 1100 W 49th St. MC: 2020 Austin, TX 78756
Phone	512-406-2539
Email	Katrina.Chester@hhs.texas.gov

See, also, **Section 3.3.3 (Exception to Sole Point of Contact)**, below.

3.3.2 Prohibited Communication

Except as provided in **Section 3.3.1 (Sole Point of Contact)** and **Section 3.3.3 (Exception to Sole Point of Contact)**, potential Respondents and Respondents are prohibited from any communication with HHSC regarding the Solicitation. HHSC, its representative(s), and partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or its representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through HHSC designated staff as outlined in **Section 3.3 (Inquiries)**. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these restrictions may result in disqualification of Respondent's Solicitation Response.**

3.3.3 Exception to Sole Point of Contact

Exceptions to **Section 3.3.1** are as follows:

- a. Respondents with questions relating to the HUB Subcontracting Plan are permitted to direct those questions to the HUB coordinator at Cheryl.Bradley@hhs.texas.gov.
- b. The Sole Point of Contact expressly directs the Respondent to speak to another designated HHSC representative. Respondents are required to ensure that communications have been authorized by the Sole Point of Contact before engaging in such communication. Failure to comply with this requirement may result in the disqualification of a Respondent's Solicitation Response.

3.3.4 Solicitation Questions

HHSC will allow written questions and requests for clarification regarding this Solicitation. Questions must be submitted by e-mail to the Sole Point of Contact (**Section 3.3.1**) by the Deadline for Submitting Questions or Request for Clarification established in **Section 3.1 (Schedule of Events)**. Responses to questions or other written requests for clarification will be consolidated and posted to the ESBD and will not be provided individually to requestors.

HHSC reserves the right to amend answers previously posted, prior to the Deadline for Submission of Solicitation Responses (**Section 3.1**). Amended answers will be posted on the ESBD. It is the Respondent's responsibility to check the ESBD. HHSC also reserves the right to provide a single consolidated response to all similar questions at the agency's sole discretion.

- a. All questions and requests for clarification must include the following information:
 1. Solicitation number;
 2. Solicitation package reference (page number, section, and exhibit or attachment, if applicable; Procurement Library documents may also be referenced in this manner, if applicable);
 3. Question topic (e.g., "Schedule of Events," or "**Exhibit H, Cost Proposal**"); and
 4. Question for HHSC.
- b. Requestor contact information below must be included in the body of the e-mail and submitted with the question(s):
 1. Company name;
 2. Company representative name;
 3. Phone number; and
 4. E-mail address.

Questions or requests for clarification received after the Deadline for Submitting Questions or Request for Clarification listed in **Section 3.1 (Schedule of Events)**, may be reviewed by HHSC but may not be answered. Only answers to questions submitted to the Sole Point of Contact in writing, in accordance with this section, are binding.

3.3.5 Procurement Library

HHSC will maintain a Procurement Library for this Solicitation containing certain reference information that will be located on the ESBD. HHSC may update, add, or remove documents in

the Procurement Library as needed and it is the Respondent's responsibility to check the ESBD for any updates that will be posted via an Addendum.

Note: All Procurement Library artifacts are to be considered current information used by HHSC and are provided for background information only. They are not illustrative of the Deliverable requirements for the Solicitation. This Solicitation document is the only authoritative source for Deliverable requirements.

3.4 PRE-PROPOSAL CONFERENCE

3.4.1 Attendance

HHSC PCS will conduct a pre-proposal conference. Attendance is optional but highly recommended.

Attendees must provide their name, phone number, and the name of the company they are representing.

The webinar logs (virtual) received from attendees will be used by HHSC PCS to confirm the attendance of Respondents submitting a Solicitation Response.

3.4.2 Conference Logistical Information

HHSC PCS will hold the pre-proposal webinar on the date and time set out in **Section 3.1 (Schedule of Events)**.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the Sole Point of Contact identified in **Section 3.3.1 (Sole Point of Contact)**, at least seventy-two (72) hours before the meeting in order to have reasonable accommodations made by HHSC.

Training Webinar Information:

<https://attendee.gotowebinar.com/register/4701238389110419550>

Webinar ID: 674-375-763

3.4.3 Questions at Pre-Proposal Conference

- a. Reference **Section 3.3.4 (Solicitation Questions)** for the required format and information to be provided for submission of questions and requests for clarification.

- b. During the conference, HHSC may provide responses to questions and requests for clarification, but only written responses posted by HHSC PCS as an Addendum to the Solicitation on the ESBD will be considered an official, binding update to the Solicitation.
- c. HHSC reserves the right to amend, prior to the Deadline for Submission of Solicitation Responses, answers previously posted. Amended answers will be posted on the ESBD. Notification of posting will be in accordance with **Section 3.1 (Schedule of Events)**.
- d. Conversations with HHSC program area staff **before or after the pre-proposal conference** are prohibited.

3.5 SOLICITATION RESPONSE COMPOSITION

3.5.1 General Information

Failure to submit all required Solicitation Response documents in the required format(s) may result in disqualification of the Solicitation Response without further consideration (see **Section 3.6.3, Submission Checklist**). Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Respondent should focus on the instructions and requirements of the Solicitation.

3.5.2 Page Limit and Supporting Documentation

The narrative proposal must not exceed 150 pages and should be formatted for 8 ½-inch by 11-inch paper with 1-inch margins and typed in Times New Roman, 12-point font. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the Solicitation Response, with specific reference made to the file, page, section, and/or paragraph where the supporting information can be found.

3.5.3 Discrepancies

In the event of any discrepancies or variations between copies, HHSC is under no obligation to resolve the inconsistencies and may make its scoring and selection decisions, accordingly, including the decision to potentially disqualify a Solicitation Response. If Respondent is required to designate an “Original” Solicitation Response but fails to do so, HHSC, at its sole discretion, will determine the version to be used as the original or may disqualify the Solicitation Response. If the Respondent submits a redacted Solicitation Response as the “Original,” HHSC will disqualify the Solicitation Response and it will not be evaluated. HHSC will not accept submissions after the “Deadline for Submission of Solicitation Responses” in the **Schedule of Events (Section 3.1) to remedy discrepancies or variations in Solicitation Response submissions**.

3.5.4 Exceptions

Respondents are highly encouraged, in lieu of including exceptions in their Solicitation Responses, to address all issues that might be advanced by way of exception by submitting such issues as questions or requests for clarification pursuant to **Section 3.3.4 (Solicitation Questions)**.

Any exception included in a Solicitation Response may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Solicitation Response, Respondent is required to use the **Exceptions Form** included as **Exhibit K** to this Solicitation and provide *all* information requested on the form. Any exception that does not provide all required information in the format set forth in **Exhibit K** may be rejected without consideration.

No exception, nor any other term, condition, or provision in a Solicitation Response that differs, varies from, or contradicts this Solicitation will be considered to be part of any Contract resulting from this Solicitation unless expressly made a part of the Contract in writing by HHSC.

3.5.5 Assumptions

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

3.5.6 Binding Offer

A Solicitation Response should be responsive to the Solicitation as worded and without any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Solicitation Responses constitute binding offers. **Any Solicitation Response that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer may be disqualified.**

If a Respondent's ability to enter into a Contract is contingent upon any exception or assumption provided in accordance with **Section 3.5.4 (Exceptions)** or **Section 3.5.5 (Assumptions)**, the Respondent may be disqualified from further consideration for a Contract award.

3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.6.1 Deadline

Solicitation Responses must be received at the address in **Section 3.6.4 (Labeling and Delivery for USB Submission and Other Materials)** and time stamped by HHSC PCS no later than the Deadline for Submission of Solicitation Responses specified in **Section 3.1 (Schedule of Events)**.

Solicitation Responses received after the Deadline for Submission of Solicitation Responses specified in Section 3.1 will be rejected and not considered for Contract award.

3.6.2 Submission Option

a. **Submission Option #1: USB Drive.** Respondent shall submit two USB drives—one (1) labeled “Original Proposal” and one (1) labeled “Copy”—containing the following documents:

1. Each USB must contain one file named “Original” that contains the Respondent’s entire Solicitation Response (except the cost proposal and HUB Subcontracting Plan) in searchable portable document format (PDF) unless otherwise specified for a particular attachment or exhibit.
2. If applicable in accordance with **Section 8.1.5, (Public Information Act – Respondent Requirement Regarding Disclosure)**, each USB must contain one file named “Public Information Act Copy” that contains the Respondent’s entire Solicitation Response, including all exhibits and attachments, in searchable PDF.
3. In accordance with **Section 7.1, (Cost Proposal)**, each USB must contain one file named “Cost Proposal” that contains the Respondent’s cost proposal in Excel format with active formulas (compatible with Microsoft Office 2016).
4. In accordance with **Section 6.8, (HUB Subcontracting Plan)**, each USB must contain one file named “HUB Subcontracting Plan” in a searchable PDF, that contains the Respondent’s HUB Subcontracting Plan and all supporting documentation.

b. **Submission Option #2: HHS Online Bid Room.** Respondent shall submit the following through the Online Bid Room utilizing the procedures in **Exhibit R, HHS Online Bid Room**:

1. One file named “Original” that contains the Respondent’s entire Solicitation Response (except the cost proposal and HUB Subcontracting Plan) in searchable portable document format (PDF), unless otherwise specified for a particular attachment or exhibit.
2. If applicable, in accordance with **Section 8.1.5, (Public Information Act – Respondent Requirements Regarding Disclosure)**, one file named “Public Information Act Copy”

that contains the Respondent’s entire Solicitation Response, including all exhibits and attachments, in searchable PDF.

3. In accordance with **Section 7.1 (Cost Proposal)**, one file named “Cost Proposal” that contains the Respondent’s cost proposal in Excel format with active formulas (compatible with Microsoft Office 2016).
4. In accordance with **Section 6.8 (HUB Subcontracting Plan)**, one file named “HUB Subcontracting Plan” in searchable PDF, that contains the Respondent’s HUB Subcontracting Plan and all supporting documentation.

3.6.3 Submission Checklist

Solicitation Consideration and Award Consideration Documents, reference **Section 1.2 (Definitions)**, must be submitted by the Deadline for Submission of Solicitation Responses, reference **Section 3.1 (Schedule of Events)**. Solicitation Consideration Documents will be reviewed as received, and the Respondent will not have an opportunity to remedy missed requirements. At its sole discretion, HHSC may request some or all of the Respondents to remedy missing elements of Award Consideration Documents. Those marked “SC” are Solicitation Consideration Documents and those marked “AC” are Award Consideration Documents.

The Solicitation Response must be submitted using one of the approved methods identified in **Section 3.6 (Solicitation Response Submission and Delivery)**. Below are the documents required to be submitted with the Solicitation Response. Where searchable PDF files are required, submission of non-searchable (image only) PDF files may result in disqualification from further consideration for a Contract award. For exhibits requiring signatures, both electronic and hand-made signatures are acceptable.

A.	Proposal and Respondent Information			
1.	Narrative Proposal	(Section 5.1)	SC	_____
2.	Company Information	(Section 6.1)	SC	_____
3.	Authorization to Conduct Business in Texas and, if applicable, Franchise Tax Exemption	(Section 6.2)	AC	_____
4.	References	(Section 6.3)	AC	_____
5.	Major Subcontractor Information (if applicable)	(Section 6.4)	AC	_____
6.	HHS Solicitation Affirmations, Signed	(Section 6.5, Exhibit A)	SC	_____
7.	Federal Assurances – Non-Construction Programs, Signed	(Section 6.5, Exhibit O)	AC	_____

8.	Certification Regarding Lobbying, Signed	(Section 6.5, Exhibit P)	AC	_____
9.	Federal Funding Accountability and Transparency Act (FFATA) Certification, Signed	(Section 6.5, Exhibit S)	AC	_____
10.	Exceptions (if applicable)	(Section 3.5.4, Exhibit K)	AC	_____
11.	Assumptions (if applicable)	(Section 3.5.5, Exhibit L)	AC	_____
12.	Dun and Bradstreet Report	(Section 6.6.1)	AC	_____
13.	Financial Statements and Financial Solvency	(Section 6.6.2)	AC	_____
14.	Corporate Guarantee (if applicable)	(Section 6.7)	AC	_____
15.	SPI, Signed	(Section 2.3, Exhibit D-1)	AC	_____
16.	Addenda, Signed (if applicable)		AC	_____
17.	Appendices	(Section 5.2)	SC	
B.	Cost Proposal	(Article VII)	SC	_____
C.	Historically Underutilized Business (HUB) Subcontracting Plan (HSP), Signed	(Section 6.8 and Exhibit M)	SC	_____

3.6.4 Labeling and Delivery for USB Submission and Other Materials

Respondent must deliver Solicitation Responses submitted via USB by one of the methods below.

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

BE ADVISED, that all Solicitation Responses become the property of HHSC after submission and will not be returned to the Respondent. It is the Respondent's responsibility to appropriately mark and deliver the Solicitation Response to HHSC PCS by the specified

date. A dated shipping label, invoice of receipt from a from USPS or commercial carrier, or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

Each Respondent is solely responsible for ensuring its Solicitation Response is submitted in accordance with all Solicitation requirements, including, but not limited to, proper labeling of packages, sufficient postage or delivery fees, and ensuring timely receipt by HHSC. **In no event will HHSC be responsible or liable for any delay or error in delivery. Solicitation Response must be RECEIVED by HHSC PCS by the Solicitation Response Deadline identified in Section 3.1 (Schedule of Events).**

Solicitation Responses submitted via USB by mail or hand delivery shall be placed in a sealed package. The sealed package and the USB drives shall be clearly labeled on the outside as follows:

SOLICITATION NO:	RFP No. HHS0015252
SOLICITATION NAME	Document Processing Services
SOLICITATION RESPONSE DEADLINE	June 16, 2025, at 10:30 a.m.
PURCHASER NAME:	Katrina Chester, CTCD, CTCM
RESPONDENT NAME:	

It is Respondent’s sole responsibility to ensure that packaging is sufficient to prevent damage to contents. HHSC will not be responsible or liable for any damage, and damaged Solicitation Responses will not be considered at HHSC’s sole discretion.

HHSC will not be held responsible for any Solicitation Response that is mishandled prior to receipt by HHSC PCS. It is the Respondent’s sole responsibility to mark appropriately and deliver the Solicitation Response to HHSC PCS by the specified date and time. HHSC will not be responsible for late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification or nonreceipt of the Respondent’s Solicitation Response.

3.6.5 Modifications and Withdrawals

Prior to the Solicitation Response submission deadline in **Section 3.1 (Schedule of Events)**, Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Sole Point of Contact identified in **Section 3.3.1 (Sole Point of Contact)**; or (2) modify its Solicitation Response by submitting a written amendment to the Sole Point of Contact identified in **Section 3.3.1 (Sole Point of Contact)**. When modifying its Solicitation Response, Respondent must include in writing the section(s) of its submission that will be replaced or removed by the amendment.

ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 CONFORMANCE WITH STATE LAW

Solicitation Responses shall be evaluated in accordance with Texas Government Code Section [2155.144\(d\)](#). HHSC shall not be obligated to select the lowest priced Solicitation Response but shall make an award to the Respondent that provides the best value to the State of Texas.

4.2 BEST VALUE DETERMINATION

4.2.1 Selection Methodology

Solicitation Responses that meet the minimum qualifications will be submitted to the evaluation team for review and scoring. Each member of the evaluation team will receive a copy of each responsive Solicitation Response. The evaluators will review the Solicitation Responses considering the criteria listed in **Section 4.2.5 (Written Response Evaluation Criteria)**.

Evaluators will individually score the Solicitation Responses. This procurement will utilize an aggregated individual evaluation or other methodology as outlined in this section.

The following subsections describe the evaluation process, including any criteria for advancement to the various phases of evaluation, if applicable.

4.2.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below.

- a. Respondents must have been in business for a minimum of five (5) years providing document processing services, or the principals/owners must have had a minimum of five (5) years ownership/executive management experience in a previous company that provided document processing services;
- b. Respondents must be financially solvent and adequately capitalized; and
- c. Respondents who receive an overall score on the VPTS of less than a “C” may be disqualified from consideration for award.

4.2.3 Initial Compliance Screening

HHSC will review Solicitation Responses for compliance with the **Submission Checklist (Section 3.6.3)** and for demonstrated ability to meet the **Minimum Qualifications (Section 4.2.2)** required

to advance to evaluations. Failure to meet the **Minimum Qualifications (Section 4.2.2)** will result in the disqualification of the Solicitation Response.

HHSC will automatically disqualify any Solicitation Response that does not include one or more of the completed and signed (as applicable) Solicitation Consideration Documents listed in **Submission Checklist (Section 3.6.3)**.

At its sole discretion, HHSC may disqualify any Solicitation Response that does not include all required Award Consideration Documents. (See **Section 3.6.3 (Submission Checklist)**.)

HHSC may contact references provided in response to this Solicitation. HHSC may contact Respondent's clients, or solicit information from any available source, including the Comptroller's Vendor Performance Tracking System (VPTS). Any information received may be grounds for disqualification if that information, in HHSC's sole discretion, suggests that the Respondent may perform poorly if selected.

4.2.4 Written Solicitation Response Evaluation

Each member of the evaluation team will read the Solicitation Responses in preparation for evaluation. The evaluation team will score all Solicitation Responses that pass initial screening (**Section 4.2.3, Initial Compliance Screening**). Solicitation Responses will be scored against the criteria in **Section 4.2.5 (Written Response Evaluation Criteria)**.

Solicitation Responses will be evaluated utilizing aggregated individual scoring and any other methods outlined in **Article IV, Solicitation Response Evaluation and Award Process**. The individual evaluators' scores will be aggregated and weighted, resulting in the Final Written Response Scores, unless BAFOs are conducted.

4.2.5 Written Response Evaluation Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the following criteria. See also, **Exhibit Q, Evaluation Tool**:

- a. Qualifications and Experience 35%
- b. Narrative Proposal 35%
- c. Cost 30%

4.2.6 Best and Final Offer (BAFO)

HHSC may, at its sole discretion, pursuant to **Section 4.2.1 (Selection Methodology)**, request BAFOs from all Respondents. The request for a BAFO will allow a Respondent the opportunity to revise its original Solicitation Response, including pricing, only in the manner and form prescribed by the BAFO request, or leave its Solicitation Responses originally submitted. Requests

will be sent to the Point of Contact provided by the Respondent. HHSC is not responsible for a Respondent's failure to timely receive the BAFO request.

HHSC reserves the right to request more than one BAFO from each of the selected Respondents. If a response is submitted to a request for a BAFO, the Final Written Response Scores will be revised in accordance with the stated criteria in **Section 4.2.5 (Written Response Evaluation Criteria)** as to any changes made to the Respondent's original Solicitation Response. A request for a BAFO does not guarantee an award or further negotiations.

If BAFOs are requested by HHSC and submitted by the Respondent, they will be evaluated using the criteria stated in the BAFO invitation and scored and ranked by the evaluation committee. The award will then be granted to the highest scoring Respondent. However, a Respondent should provide the best offer in its original Solicitation Response. Respondents should not expect or assume that HHSC will request a BAFO.

4.2.7 Final Written Response Score

The Final Written Response Score is the score from the written Solicitation Response evaluation in **Section 4.2.4 (Written Solicitation Response Evaluation)**. If BAFOs are conducted, the Final Written Response Score may be adjusted in accordance with **Section 4.2.6 (Best and Final Offer)**. The Final Written Response Score may not always determine best value or selection for negotiations and a Contract award (see **Summary of Best Value Determination (Section 4.2.8)** for more information).

4.2.8 Summary of Best Value Determination

The final selection for award will be based on best value, as outlined herein. This includes any scoring adjustments for outliers, best and final offers, or other additional considerations as specified by this Solicitation. Respondents are encouraged to thoroughly review the processes outlined in this section, as it documents the best value considerations to be made by HHSC when selecting a Respondent for negotiation and Contract award.

4.3 QUESTIONS OR REQUESTS FOR CLARIFICATION

By submitting a Solicitation Response, Respondent grants HHSC the right to ask questions, request clarifications, and to obtain any information from any lawful source regarding the past history, practices, conduct, ability, and eligibility of the Respondent to supply Goods or Services, and to fulfill requirements under this RFP, as well as the past history, practices, conduct, ability, and eligibility of any director, officer, or key employee of the Respondent. By submitting a Solicitation Response, the Respondent releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC. Such information may be taken into consideration in evaluating the Solicitation Response.

ARTICLE V. NARRATIVE PROPOSAL

5.1 NARRATIVE PROPOSAL

5.1.1 Executive Summary

Respondent must provide an executive summary of their proposal (excluding cost information) that asserts the Respondent is providing, in its proposal, all the requirements of this RFP, including **Article II, Scope of Work**. The summary must demonstrate Respondent's understanding of HHSC goals and objectives for this Solicitation and provide supporting detail of **Minimum Qualifications** as outlined in **Section 4.2.2** of this RFP.

If the Respondent is providing goods or services beyond those specifically requested, those goods or services must be identified. If the Respondent is offering goods or services that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. The Respondent should realize, however, that failure to provide the Goods and Services specifically requested may result in disqualification.

The executive summary must not exceed two (2) pages, excluding supporting detail of **Minimum Qualifications** (see **Section 4.2.2** of this RFP), and should represent a full and concise summary of the contents of the proposal.

5.1.2 Project Work Plan

Respondents must describe their proposed processes and methodologies for providing all components of the Scope of Work described in **Article II, Scope of Work**, of this RFP, including their approach to meeting the Project schedule. Respondents should identify all tasks to be performed, including all Project activities, materials and other products, services, and reports to be generated during the Contract period and relate them to the stated purpose(s) and specifications described in this Solicitation.

Respondents are required to provide a Project Work Schedule. A detailed Project Work Schedule to be performed and associated timelines shall result in a written report submitted by Respondents with and at the time of their proposal. The Project Work Schedule shall identify when one-third and two-thirds of the Quality Assurance Review work will be completed. (See **Exhibit E, Scope of Work (SOW)**).

Respondent must identify all tasks to be performed, including all Contract activities, to take place during the Contract Term (see **Article II, Section 2.2.2, Contract Term**). Respondent must submit with its Solicitation Response methodology and processes to produce all Deliverables and

KPRs requested within **Exhibit F, Key Performance Requirements** and **Exhibit G, Deliverables**, and a plan of operation that meets the requirements specified in **Exhibit E, Scope of Work (SOW)**.

5.1.3 Staffing Plan

In its Solicitation Response, the Respondent must provide an administrative organizational structure and staffing plan sufficient to meet all the requirements in this Solicitation. The Respondent must explain how it will screen, interview, train, support, manage, and retain highly qualified personnel. The staffing strategy must include a determination of the number and type of staff required to deliver the specified Services and must accommodate potential increases/decreases in work volumes and staff turnover. The Respondent must explain how required staffing levels will be maintained and managed to meet HHSC approved performance standards in **Exhibit F, Key Performance Requirements**, and include all associated costs in **Exhibit H, Cost Proposal**.

The proposal must also include a proposed Project Management Office (PMO) organization outlining individual roles and responsibilities. Additionally, the Respondent must propose the specific skill requirements for each of the roles identified in the PMO organization proposed. The Respondent must propose specific tasks and work-products to be performed by the PMO for the Transition Phase of the Contract and for operations under the Contract throughout the life cycle of the Contract (**See Exhibit E, Scope of Work (SOW)**).

5.1.4 Facility Acquisition

In its Solicitation Response, the Respondent must detail plans for providing an operational Primary DPC Facility and DR DPC Facility for providing all Services during the Contract Term. The Contractor must provide a primary facility from which all Services will be provided under normal circumstances, as well as a backup facility that will be used to continue operations in the event that the primary location is inoperable for any reason.

Both Primary DPC Facility and DR DPC Facility must meet all requirements as detailed in **Exhibit E, Scope of Work (SOW)**.

5.2 APPENDICES

Respondents must include the following appendices at the end of their narrative proposal:

5.2.1 Risk Management and Issue Resolution Plan

Respondents must include, at a minimum, one (1) example of a previous risk management and issue resolution plan with their proposals. (See **Exhibit E, Scope of Work (SOW)**).

5.2.2 Disaster Recovery and Business Continuity Plan

The Respondent must submit a draft Disaster Recovery and Business Continuity Plan.

To ensure the mitigation of risk to HHSC and Consumers, the Respondent must provide a Disaster Recovery Plan and a Business Continuity Plan specific to the Transition Phase as part of their Solicitation Response and during ongoing operations. It is critical that the Disaster Recovery Plan and Business Continuity Plan provide for service delivery to the citizens of Texas upon receipt of the mail, and, as such, the Contractor shall continue to be expected to meet all conditions of the Contract during a natural disaster. Please refer to **Exhibit E, Scope of Work (SOW)**.

The plan must meet all requirements specified in **Exhibit E, Scope of Work (SOW)**.

5.2.3 Transition Phase Work Plan

The Respondent must submit a draft Transition Phase Work Plan required under the Contract terms.

The plan must document all management and reporting practices that will be followed beginning with the Contract award and ending with the operational start date to achieve a seamless transition of Services and refer to and align with common methodologies and practices documented in the Respondent's Project Work Plan.

As part of the Transition Phase Work Plan, the Respondent must submit a Transition Project Schedule outlining major key Project planning elements, including milestones, tasks (with referenced dependencies and successors), Deliverables, resources, budgetary requirements, and a timeline for the transition of services from the incumbent contractor. The timeline must align with the allotted time provided in the Contract for transition activities, beginning with the Contract award and ending with the operational start date.

The Transition Phase Work Plan must meet all requirements specified in **Exhibit E, Scope of Work (SOW)**.

5.2.4 Communication and Coordination Plan

The Respondent must submit a draft Communication and Coordination Plan required under the Contract Terms. The plan must meet all requirements specified in **Exhibit E, Scope of Work (SOW)**.

In its response, the Contractor must clearly explain how it will fulfill all needs and requirements contained in this section. Respondents must clearly demonstrate in their proposal how they will meet or exceed the requirements of the Contract.

5.2.5 System Security and Disaster Recovery

Respondents must detail their approach to security, including the development and implementation measures that will provide security and protection for the system. This includes the proposed backup and recovery processing approach, and proposed virus protection strategy. Respondents should describe their general approach to reestablishing operations in the event of a catastrophe, as well as their approach to providing HHSC with a disaster recovery plan. Respondents must provide specifications on any hardware and software components utilized by the proposed security and disaster recovery solutions. Please refer to **Exhibit E, Scope of Work (SOW)**.

The plan must meet all requirements specified in **Exhibit E, Scope of Work (SOW)**.

5.2.6 Quality Management Plan

The Respondent must submit a draft Quality Management Plan, revised annually, that describes the Respondent's methodology for quality and performance monitoring. The Quality Management Plan must include methods, processes, procedures, and supporting system for monitoring and reporting operational performance and quality of services provided.

ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 COMPANY INFORMATION

In accordance with **Article III, Administrative Information**, Respondents must include the following information with their responses:

6.1.1 Company Narrative

Respondents must provide a detailed narrative explaining why they are qualified to provide the Services enumerated in **Article II, Scope of Work**, focusing on their key strengths and competitive advantages.

6.1.2 Company Profile

Respondents must provide a company profile, including:

- a. Their ownership structure (e.g., corporation, partnership, LLC, sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. *(Please provide this information in a narrative and as a graphical representation.)* If Respondent is an affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the percentage of ownership of each joint venture member or affiliate and the percentage of the parent's ownership. The entity performing the majority of the work under any Contract resulting from this RFP, throughout the duration of the

Contract, must be the primary bidder. Finally, Respondents must provide their proposed operating structure for the services requested under this Solicitation and state which entities (e.g., parent company, affiliate, joint venture, subcontractor) will be performing them;

- b. The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;
- c. The location of company headquarters and any field office(s) that may provide services for any resulting Contract under this Solicitation;
- d. The number of employees in the company, both locally and nationally, and the location(s) where relevant employees will be assigned;
- e. The name, address, and telephone number of Respondent's Point of Contact for any resulting Contract under this Solicitation;
- f. The name, address, and telephone number of Respondent's point of contact for any questions regarding the Solicitation Response; and
- g. Indicate whether the company has ever been part of a contract with any Texas state agency. If "Yes," specify the contract term, the duties/services performed/provided, and which state agency was a party to the contract.

6.2 AUTHORIZATION TO CONDUCT BUSINESS IN TEXAS

Respondent must be authorized to do business in the State of Texas prior to an award. Respondent must provide a Certificate of Fact from the Texas Secretary of State showing that it is authorized to do business in Texas.

Respondent must be set up in the Texas franchise tax system prior to Contract award unless a subject to an exemption under Tax Code Chapter 171, Subchapter B. Respondent must submit in its Solicitation Response a copy of Respondent's exemption status with the Texas Comptroller. Texas franchise tax information can be currently accessed at <https://comptroller.texas.gov/taxes/franchise/>.

6.3 REFERENCES

Respondents shall provide a minimum of two (2) references from similar contracts or projects performed, preferably for state and/or local government, within the last five (5) years. Respondents must verify current contracts and provide the following information:

- a. Client name;
- b. Contract/project description;
- c. Total dollar amount of contract/project;

- d. Key staff assigned to the referenced contract/project who will be designated for work under any Contract resulting from this Solicitation; and
- e. Client contract/project manager name, telephone number, fax number, and email address.

6.4 MAJOR SUBCONTRACTOR INFORMATION

Respondents must identify any major Subcontractors who will perform fifteen percent (15%) or more of the Work under any Contract resulting from this Solicitation. Respondents must indicate whether or not they hold any financial interest in any major Subcontractor. As a condition of award, an authorized officer or agent of each proposed major Subcontractor may be required to sign a statement to the effect that the Subcontractor has read, and will agree to abide by, Respondent's obligations under any Contract awarded pursuant to this Solicitation.

6.5 AFFIRMATIONS AND CERTIFICATIONS

Respondents must complete and return with their Solicitation Response all of the following affirmations and certifications:

- a. **Exhibit A, HHS Solicitation Affirmations, Version 2.6;**
- b. **Federal Assurances and Certifications:**
 - 1. **Exhibit O, Federal Assurances – Non-Construction Programs;**
 - 2. **Exhibit P, Certification Regarding Lobbying;** and
 - 3. **Exhibit S, Federal Funding Accountability and Transparency Act (FFATA) Certification.**

6.6 OTHER REPORTS

6.6.1 Dun and Bradstreet Reports

Respondents with a Dun and Bradstreet number must include a Comprehensive Insight Plus Report, Business Information Report, or Credit Evaluator Report (collectively referred to as “Dun and Bradstreet Reports”) with their Solicitation Response.

6.6.2 Financial Statements and Financial Solvency

- a. Respondents must submit electronically in a searchable PDF an annual report, which must include:
 - 1. For years 2021, 2022, and 2023, audited financial statements, including all supplements, management discussion and analysis, and actuarial opinions;

2. If applicable, last three (3) years of consolidated statements for any holding companies or affiliates; and
3. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

At a minimum, financial statements must include:

- i. Balance sheet;
 - ii. Income statement;
 - iii. Statement of changes in financial position;
 - iv. Statement of cash flows; and
 - v. Capital expenditures.
- b. If the Respondent is a corporation that is required to report to the Securities and Exchange Commission (SEC), Respondent must submit its three (3) most recent SEC Form 10K, Annual Reports, pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, Title 15 of the United States Code Chapter 2B, Sections 78m or 78o(d). Financial materials must be submitted electronically as a word searchable PDF.
 - c. If audited financial statements are not available, Respondent must submit unaudited financial information and any other information the Respondent believes meets the requirements of this section. If the submitted documents do not provide adequate assurance of financial stability or solvency, HHSC reserves the right to request additional information or to disqualify the Respondent.
 - d. If the Respondent is either substantially or wholly owned by another corporate (or legal) entity, the Respondent must include the information required in this section for each such entity, including the most recent detailed financial report for each such entity.
 - e. If HHSC determines that an entity does not have sufficient financial resources to guarantee the Respondent's performance, HHSC may require the Respondent to obtain another acceptable financial instrument or resource from such entity or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee Respondent's performance.

6.6.3 Alternate Report

If any Respondent(s) is unable to provide the annual report specified above, the Respondent(s) may, at the discretion of HHSC, provide the following alternate report:

- a. Last three (3) years of unaudited financial statements, including all supplements, management discussion and analysis, and actuarial opinions;
- b. An unaudited financial statement of the most recent quarter of operation; and
- c. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

At a minimum, such financial statements must include:

1. Balance sheet;
2. Income statement;
3. Statement of changes in financial position;
4. Statement of cash flows; and
5. Capital expenditures.

6.7 CORPORATE GUARANTEE

If the Respondent is substantially owned or controlled, in whole or in part, by one or more other legal entities, the Respondent must submit the information required under **Section 6.6.2 (Financial Statements and Financial Solvency)**, above, for each such entity, including the most recent financial statement for each such entity. The Respondent must also include a statement that the entity or entities will unconditionally guarantee performance by the Respondent of each and every obligation, warranty, covenant, term, and condition of any Contract resulting from this Solicitation. If HHSC determines that an entity does not have sufficient financial resources to guarantee the Respondent's performance, HHSC may require the Respondent to obtain another acceptable financial instrument or resource from such entity, or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee Respondent's performance.

6.8 HUB SUBCONTRACTING PLAN

Respondents must submit the HUB Subcontracting Plan (HSP) in accordance with **Section 3.6 (Solicitation Response Submission and Delivery)**. The HSP should be labeled "HUB Subcontracting Plan" and include all supporting documentation in accordance with **Exhibit M** and the HSP.

A courtesy review of a Respondent's completed HSP is optional and is available upon request to assist in providing a compliant and responsive HSP. This courtesy review may only identify possible deficiencies, but a final compliant determination cannot be provided until the Solicitation Response is submitted.

To request a courtesy review, submit the completed HSP including all supporting documentation in a PDF format by e-mail to the HHSC HUB Program Office by or before the Deadline for Courtesy HSP Review in the **Schedule of Events (Section 3.1)**.

E-Mail for Courtesy Review: Cheryl.Bradley@hhs.texas.gov

E-mail Subject Line: HSP Courtesy Review, No. HHS0015252

Due Date: [Respondent to add Deadline for Submission of Solicitation Responses information from **Section 3.1 (Schedule of Events)**.]

HSPs received after the Deadline for Courtesy HSP Review in the **Schedule of Events (Section 3.1)**, will not be processed. A response regarding the HSP will be provided at least eight (8) business days prior to the Deadline for Submission of Solicitation Responses in the **Schedule of Events (Section 3.1)** from the HUB Office, allowing enough time to rectify any potential deficiencies for the final HSP submission.

The final HSP must be submitted with the Solicitation Response by the Deadline for Submission of Solicitation Responses in the **Schedule of Events (Section 3.1)**. Solicitation Responses that do not include a completed HUB Subcontracting Plan shall be rejected due to material failure to comply with Texas Government Code Section [2161.252\(b\)](#).

ARTICLE VII. COST PROPOSAL

7.1 COST PROPOSAL

As noted above in **Section 3.5 (Solicitation Response Composition)**, cost information must be included as a separate document/file, cost proposal, with the Respondent's Solicitation Response.

Respondents must state their pricing for all Goods and Services rendered during the course of any Contract resulting from this Solicitation, including any and all costs involved that are to be paid or reimbursed by HHSC. The pricing for the required Goods and Services is to be presented only in the format set forth in **Exhibit H** of the RFP. Pricing information shall include all costs associated with providing the required Goods and Services and must be submitted and labeled as specified in **Section 3.6 (Solicitation Response Submission and Delivery)**. No reimbursement is available to the successful Respondent beyond the amount agreed to be paid for the Goods and Services provided. Pricing agreed to in any resulting Contract shall be firm and remain constant through the life of the Contract.

For Billable Events, there are two (2) types of transactions:

- a. Image Transaction: Any transaction that requires scanning and imaging; or
- b. Non-image Transaction: Any transaction that is only counted and shredded, and no image scanning is required.

7.1.1 Cost Proposal – Assumptions

The Respondent must provide a detailed explanation of any assumptions the Respondent made in the cost proposal. Any assumption, if applicable, must be provided in accordance with **Section 3.5.5 (Assumptions)**.

7.2 FINANCIAL REQUIREMENTS

7.2.1 Accounting Policy Manual

The Respondent must submit an initial draft Accounting Policy Manual with the Respondent's cost proposal, which shall include all proposed accounting policies and procedures (including cost allocations) that the Respondent included in the Respondent's Cost Proposal.

The Respondent's Accounting Policy Manual must include all calculations and methodologies used to determine all costs. In addition, the Respondent's policy regarding paid time off (PTO) and employee separation, and the Respondent's policy regarding PTO in the event of early termination of the Contract, must be detailed within the Accounting Policy Manual for HHSC's review and approval.

The Respondent's Accounting Policy Manual must meet all requirements set forth in **Section 4.2.3, Financial Accounting Requirements**, of the **Exhibit E, Scope of Work**.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Changes, Modifications, and Cancellation

HHSC reserves the right to make changes to and/or cancel this RFP and will post all changes and modifications, whether made because of a potential Respondent's written inquiries or otherwise, as well as any cancellation notices, on the ESBID. It is the responsibility of the Respondent to check the ESBID regularly for any additional information regarding this RFP. If the Respondent fails to monitor the ESBID for any changes or modifications to the RFP, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted.

8.1.2 Offer Period

Solicitation Responses shall be binding for a period of 240 calendar days after the submission due date. A Respondent may extend the time for which its Solicitation Response will be honored. Upon Contract Execution, prices agreed upon by the successful Respondent(s) are an irrevocable offer for the term of the Contract and any Contract renewals or extension(s). No other costs, rates, or fees shall be payable to the successful Respondent(s) unless expressly agreed upon in writing by HHSC.

8.1.3 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. HHSC is not liable for any costs incurred by a Respondent. Costs of developing Solicitation Responses, preparing for or participating in Oral Presentations, Demonstrations, and Site Visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

8.1.4 Contract Responsibility

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

8.1.5 Public Information Act - Respondent Requirements Regarding Disclosure

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

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

a. Mark Original Solicitation Response:

1. Mark the Original Solicitation Response, 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);
2. Identify, adjacent to each portion of the Solicitation Response that Respondent claims is exempt from public disclosure, the claimed exemption from disclosure (*NOTE: no redactions are to be made in the Original Solicitation Response*);

b. Certify in Original Solicitation Response – HHS Solicitation Affirmations, Version 2.6 (attached as Exhibit A to this Solicitation):

Certify, in the designated section of the HHS Solicitation Affirmations Version 2.6, Respondent’s confidential information assertion and the filing of its Public Information Act Copy; and

c. Submit Public Information Act Copy of Solicitation Response:

Submit a separate “Public Information Act Copy” of the Original Solicitation Response (in addition to the original and all copies otherwise required under the provisions of this Solicitation). The Public Information Act Copy must meet the following requirements:

1. The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
2. Each portion Respondent claims is exempt from public disclosure must be redacted (blacked out); and
3. Respondent must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (c) of this section must be identical to those set forth in the Original Solicitation Response as required in Subsection (a)(2), above. The only difference in required markings and information

between the Original Solicitation Response and the “Public Information Act Copy” of the Solicitation Response will be redactions - which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Solicitation Response.

By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Solicitation Response, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Respondent’s Solicitation Response will be considered to be public information that may be released to the public without notice to the Respondent in any manner including, but not limited to, in accordance with the Public Information Act, posted on HHSC’s public website, and posted on the LBB’s public website.

If any or all Respondents submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, HHSC, in its sole discretion and in any Solicitation, reserves the right to (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) to offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply.

Respondent should not submit a Public Information Act Copy indicating that the entire Solicitation Response is exempt from disclosure. Merely making a blanket claim that the entire response is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire proposal subject to release under the PIA.

A Solicitation Response should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its response, by submitting a response, Respondent 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, Respondent 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. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. HHSC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

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

8.1.6 Respondent Waiver – Intellectual Property

SUBMISSION OF ANY DOCUMENT TO HHSC IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER AND AGREEMENT BY RESPONDENT TO FULLY INDEMNIFY THE STATE OF TEXAS, HHSC FROM ANY CLAIM OF INFRINGEMENT BY HHSC REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF RESPONDENT OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHSC BY RESPONDENT.

8.1.7 Standards of Conduct for Vendors

Pursuant to Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter D, Rule [§391.405\(a\)](#), Contractors, Respondents, and vendors interested in working with HHSC are required to implement standards of conduct for their own personnel and agents on terms at least as restrictive as those applicable to HHSC. These standards must adhere to ethics requirements adopted in rule, in addition to any ethics policy, or code of ethics approved by the HHSC Executive Commissioner. A Respondent must sign and submit all ethics, disclosure, confidentiality, and other forms required under the procurement and any resulting contract.

The standards of conduct must include the ten standards of ethical conduct set forth in Section I of the [HHS Ethics Policy](#) and requirements to comply with ethical standards set forth in federal and state law (including, but not limited to, Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter D, Rule [§391.405\(a\)](#)).

Standards of conduct of any Contractor, Respondent, or vendor may be reviewed and/or audited by the State Auditor and HHSC, The Contractor, Respondent, or vendor must cooperate with the review and/or audit. Additionally, pursuant to Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter D, Rule [§391.405\(a\)](#), HHSC may examine a Respondent’s standards of conduct in the evaluation of a bid, offer, proposal, quote, or other applicable expression of interest in a proposed purchase of Goods or Services.

Any vendor, Contractor, or Subcontractor, who violates a provision of Title 1 of the Texas Administrative Code (TAC), Part 15, Chapter 391, Subchapter [D](#) may be barred from receiving future contracts or have an existing contract canceled. Additionally, HHSC may report the vendor’s actions to the Comptroller of Public Accounts for statewide debarment, or law enforcement.

8.1.8 Disclosure of Interested Parties

Pursuant to Section [2252.908](#) of the Texas Government Code, a Contractor to be awarded a Contract with a value of \$1 million or more, or awarded a Contract that would require the Contractor to register as a lobbyist under Texas Government Code Chapter [305](#), must submit a disclosure of interested parties form to HHSC at the time the Respondent submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website, and additional instructions will be given by HHSC to the Contractor.

8.2 INSURANCE

8.2.1 Required Coverage

For the duration of any Contract resulting from this Solicitation, the Contractor shall acquire insurance, bonds, or both, if applicable with financially sound and reputable independent insurers, in the type and amount listed in **Exhibit N, Insurance Requirements**. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

8.2.2 Alternative Insurability

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

8.3 PROTEST

Any protest shall be governed by the rules published by HHSC in the [Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter C \(Protests\)](#).

ARTICLE IX. LIST OF EXHIBITS

<u>EXHIBIT A</u>	HHS SOLICITATION AFFIRMATIONS, VERSION 2.6
<u>EXHIBIT B</u>	HEALTH AND HUMAN SERVICES (HHS) UNIFORM TERMS AND CONDITIONS – VENDOR, VERSION 3.4
<u>EXHIBIT C</u>	HEALTH AND HUMAN SERVICES (HHS) ADDITIONAL PROVISIONS, VERSION 1.0
<u>EXHIBIT D</u>	DATA USE AGREEMENT, VERSION 8.5
<u>EXHIBIT D-1</u>	ATTACHMENT 2 TO THE DUA, SECURITY AND PRIVACY INQUIRY, VERSION 2.1
<u>EXHIBIT E</u>	SCOPE OF WORK (SOW)
<u>EXHIBIT F</u>	KEY PERFORMANCE REQUIREMENTS (KPR)
<u>EXHIBIT G</u>	DELIVERABLES
<u>EXHIBIT H</u>	COST PROPOSAL
<u>EXHIBIT I</u>	HHSC KOFAX ES-ECM MAIL CHANNEL FLOW
<u>EXHIBIT J</u>	KOFAX MAIL CHANNEL – DR SITE
<u>EXHIBIT K</u>	EXCEPTIONS FORM
<u>EXHIBIT L</u>	ASSUMPTIONS FORM
<u>EXHIBIT M</u>	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN (HSP)
<u>EXHIBIT N</u>	INSURANCE REQUIREMENTS
<u>EXHIBIT O</u>	FEDERAL ASSURANCES – NON-CONSTRUCTION VERSION 1.1
<u>EXHIBIT P</u>	CERTIFICATION REGARDING LOBBYING
<u>EXHIBIT Q</u>	EVALUATION TOOL
<u>EXHIBIT R</u>	HHS ONLINE BID ROOM
<u>EXHIBIT S</u>	FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION
<u>EXHIBIT T</u>	DOCUMENT PROCESSING CENTER PROCEDURES