



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

Request for Proposals (RFP)

for

Certificate Paper

RFP No. HHS0015470

Date of Release: June 11, 2025

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

- 450-73 Security Seals**
- 640-43 Packing Materials for Mailing and Shipping, Not Containers**
- 915-58 Mailing Services: Addressing, Collating, Packaging, Sorting and Delivery**
- 966-28 Engraved and Embossed Awards, Bonds, Certificates, Diplomas, Stationery, etc.**
- 966-36 Forms Printing, Not Continuous**
- 966-46 Secure Printing (e.g., The Process by Which U.S. Currency is Printed): Birth Certificates, Car Titles, etc.**
- 966-81 Security Paper, Custom Printed (Quan. Over 100,000)**

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ARTICLE I. INTRODUCTION, DEFINITIONS, AND AUTHORITY

1.1 INTRODUCTION

The Health and Human Services Commission (HHSC) Procurement and Contracting Services (PCS), on behalf of the Department of State Health Services (DSHS), is soliciting for printing of Certificate Paper for the DSHS Vital Statistics Section (VSS), located at 1100 West 49th Street, Austin, Texas. The DSHS State Registrar is granted the authority to prepare and distribute certified copies of various records, including but not limited to birth records, death records, heirloom birth records and wedding anniversary certificates.

HHSC 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, a Respondent 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 or DSHS and its programs is available online and can currently be accessed at HHSC or DSHS at <https://www.dshs.texas.gov>.

1.2 DEFINITIONS

Refer to **Exhibit B, Health and Human Services (HHS) Uniform Terms and Conditions (UTC) – Vendor, Version 3.4**, **Exhibit C, Health and Human Services (HHS) Additional Provisions, Version 1.0**, and **Exhibit D, Data Use Agreement (DUA), Version 8.5**, for additional 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:

“**Abstract**” means an Abstract of birth facts, taken from the original record. Probate records and delayed records may not be abstracted. An Abstract will be issued in one of three styles:

- a. A standard certified Abstract;
- b. An electronic or computer generated certified Abstract prepared in accordance with Texas Health and Safety Code, Sections [192.005](#) or [192.011](#), or when the condition of the original record does not permit full reproduction; or
- c. An heirloom style certified Abstract which may only be issued by the State Registrar.

“**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.

“B6” means a single sheet of certificate paper that measures 8.5" X 11”.

“B7” means a single sheet of certificate paper that measures 8.5" X 14”.

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

“Certificate Paper” means a paper document that verifies a fact or attests to the authenticity of an event. Similar to security paper, the paper includes features to authenticate or identify a document as the original. The main purpose of the security paper is to prevent counterfeiting.

“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.

“DSHS” means the Department of State Health Services.

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

“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>.

“Final Written Response Score” refers to the final scoring of the written response as documented in the Solicitation.

“HHSC” means the 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.

“Local Registrars” or “LR” means a department of the local government as defined by Texas Health and Safety Code Section [191.022](#). See also Title 25 of the TAC Part 1, Chapter 181, Subchapter A, Rule §[181.1](#).

“Physical Specimen” means an example of a product or piece of work, regarded as typical of its class or group.

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

“Solicitation” means the document issued by the System Agency (including any published Addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“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.

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

“State Registrar” means the director of DSHS VSS as defined in Texas Health and Safety Code Section [191.004](#).

“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/>.

"VSS" means Vital Statistics Section. The section collects and maintains vital records for the State of Texas which include, birth and death certificates, marriage applications and divorce records. The section is primarily headquartered at the WD Carroll Building (Records Building) and the DSHS Warehouse.

1.3 AUTHORITY

HHSC, on behalf of DSHS, is soliciting the services listed herein under authority of Texas Health and Safety Code Chapters [191](#), Administration of Vital Statistics Records; [192](#), Birth Records; [193](#), Death Records; and [194](#), Marriage and Divorce Records.

HHSC, on behalf of DSHS is purchasing under authority of the Texas Comptroller of Public Accounts' provided by Texas Government Code Section [2155.061](#).

ARTICLE II. SCOPE OF WORK

2.1 DESCRIPTION OF SERVICES

This Scope of Work (SOW) outlines the requirements and expectations for Contractors to provide printing and delivery services of the Certificate Paper for the Texas State Registrar and its 344 Local Registrars (LR). Contractors must maintain strict industry security standards as appropriate to safeguard against theft, destruction, or unauthorized intrusion onto the printing plant premises. Strict security must be maintained during the production of documents and until the documents have been successfully delivered to the State or LR. State Registrar documents must be delivered to the VSS's physical address: 1100 West 49th Street, Mail Code 1966, Austin, Texas 78756. LR documents must be delivered to the location specified on their ordering document.

Contractor must meet the standards as outlined in **Section 2.1.1, Contractor Responsibilities**, and all other requirements listed in **Article II. Scope of Work**.

The resulting Contract unit pricing will be available for use by designated LR and other applicable governmental entities, provided there is no conflict with any applicable statutes, rules, policies, or procedures. The LR must be responsible for establishing their own contracts with the Contractor for the Services as outlined in this Solicitation.

2.1.1 Contractor Responsibilities

Contractor must fulfill the requirements identified below:

- a. Furnish all labor, tools, transportation, equipment, materials, and supplies, as necessary to provide the Certificate Paper materials required for distribution of certified records.
- b. Must be responsible for supervision, clean-up, and disposal, and must have all applicable permits, licenses, and insurance coverage.
- c. Must be ready to fulfill Contract requirements as outlined within 90 calendar days after Contract Effective Date.

2.1.2 Compliance Requirement for Secure Printing Facility

Contractor must fulfill the Certificate Paper requirements identified below:

- a. Contractor must maintain, throughout the Contract Term, compliance with North American Security Products Organization (NASPO) or Intergraf security printing requirements. In addition, Contractor must maintain one of the following certifications throughout the Contract Term:
 1. ISO 9001:2015;
 2. ISO 14298; or

3. ISO 14644-1.

- b. Contractor must provide, at no additional cost, a written security plan to demonstrate how it meets and maintains strict industry security standards to safeguard against theft, destruction, or unauthorized intrusion onto the printing plant premises.
- c. Contractor must grant HHSC or DSHS the right to have representatives inspect the plant prior to the beginning of production, and at any time or times System Agency may request during the Contract Term, to ascertain whether the vital records documents are being produced, shipped, and delivered in accordance with Contract requirements and that facilities are suitable, secure, and safe for storage of vital records documents, plates, and related material. HHSC or DSHS or the State Registrar must supply the Contractor with the names of the HHSC or DSHS's personnel authorized admittance to the plant.
- d. Contractor must allow DSHS to conduct a site visit 30 business days after the Contract Effective Date. DSHS must review Contractor's annual NASPO required security plan and conduct a walk-through to confirm that appropriate controls are in place.

2.1.3 Requirement for Pre-production (Start-up and Transition)

- a. Contractor shall provide an outlined process for creating secure plates, sourcing paper and inks, and negotiating the shipping schedule for the State Registrar within 30 calendar days of Contract Effective Date.
- b. Contractor must submit proofs for each certificate type to DSHS for written approval prior to the creation of printing plates.
- c. Contractor must notify DSHS when plates are created with email to the State Registrar or their designee.
- d. Delivery of certificate paper must be made within 60 calendar days of receipt of written order as approved in writing by DSHS.

2.1.4 Security Printing Requirements

Contractor must fulfill the security printing requirements identified below:

- a. Certificate Paper must meet the minimum standards established by [NASPO](#) for substrate security and the minimum vulnerability resistance score for class one security documents.
- b. Certificate Paper must comply with the standards listed in Title 25 of the TAC, Part 1, Chapter 181, Subchapter B, Rule [§181.28\(c\)](#), which requires that each Certificate Paper contain the following security features for each sheet or document:
 - 1. Consecutive numbers;

2. Background security features;
 3. Security printing techniques, such as, engraved border, latent images, microprinting, rainbow printing, tactile printing, and copy evident;
 4. Sensitized Certificate Paper;
 5. Security inks, such as, erasable inks, fluorescent inks, thermochromic inks, and color shifting inks; and
 6. Non-optical brightener paper.
- c. Any one of several background security features, security printing techniques, or security inks options specified above in **Subsection (b)** are permitted under the TAC.
- d. Contractor shall propose solutions to meet the TAC requirements to maintain security measures. The following are examples of potential security features that may be proposed:
1. The printed border must include latent image letters "V" to the left and "R" to the right, in positive negative treatment to appear on the certificate as part of the lathe work border and appear only when viewed from a prescribed angle. The images cannot be photographed or copied by conventional printing processes.
 2. The paper must contain the image of the U.S. flag randomly dispersed throughout the paper.
 3. A line of micro printing of the words "Vital Record" must be repeated to appear as a ruled line when viewed without magnification.
 4. Overall prismatic under print must be printed with fluorescent erasure-sensitive oil-base ink with "VOID" feature to deter color reproduction and to render evident any attempts to alter by mechanical or chemical means.
 5. Intaglio printing plates must be used.
- e. All Certificate Paper must also comply with the following requirements:
1. The following statement must be centered on each form within the top edge of the engraved border and must include the words **"STATE OF TEXAS,"** underneath this statement, the following word **"CERTIFICATION OF VITAL RECORD,"** and centered at the bottom edge of the engraved border print the word **"ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE."**
 2. The State Registrar paper must have the State of Texas seal printed in the lower left corner. The DSHS seal must be printed on the lower right corner.
 3. For LR, the State of Texas seal must be printed in the lower left corner with the LR seal surfaced printed in the lower right corner of the document.

4. Border ink must be blue in color.
5. The seal of the “State of Texas” must be printed in security blue ink.
6. Consecutive document control numbers must be printed using a bar code with human readable numbers on the front of the B6 and B7 certificates and on the back of the heirloom flag, heirloom carriage and heirloom wedding certificates. The bar code may contain a one-dimensional Code 39 that complies with ISO/International Electrotechnical Commission (IEC) 16388 standards and can be made up of a combination of alpha and numeric digits.
7. Contractor must guarantee that there are no missing or duplicate numbers. Any missing or duplicate numbers must be rejected.
8. Alphanumeric characters must be printed in black ink.
9. For the State Registrar the starting document control number must consist of an alpha character followed by numbers and must be printed in sequential order and must begin with the next document control number in sequence that follows the previous document control number range of the previous order.
10. LR must develop and implement their own unique document control numbering convention with the Contractor.
11. The Document Security Alliance (DSA) and VSS require contractors to comply with National Security Assurance standards (<https://naspo.info>).
12. DSHS cannot accept printing plates or paper that is manufactured outside of North America including Canada, Mexico, and Central America. All printing facilities must be located in North America (including Canada, Mexico, and Central America) unless authorized in writing by the State Registrar.
13. DSHS must approve proofs for both the State Office as well as for the LR for all types of certificates in writing before final documents are printed. All documents must conform to the wording and formatting established by State Registrar.

2.1.5 Certificate Paper and Printing Specifications for B6 and B7 Documents

- a. VSS issues two (2) types of certificates per the specifications in this section:
 1. B6, 8.5" X 11", single sheets.
 2. B7, 8.5" X 14", single sheets.
- b. General B6 and B7 Printing Specifications:
 1. Certificate Paper must be:

- A. 28 lb. basis weight;
 - B. 005" thickness;
 - C. 94% opacity;
 - D. Surface coated to ensure laser toner adhesion;
 - E. Containing an overall multi-tone watermark with the words "OFFICIAL VITAL RECORD"; and
 - F. The paper must contain visible fibers of 2, and invisible fibers that must fluoresce blue under ultraviolet light.
2. Offset printed documents must be acceptable for processing on electrostatic copying equipment, for processing on laser printers meeting the heat requirements of the printer, and for processing on microfilm readers/printers and include physical properties to accept and hold the image recorded.
 3. The signature of the State Registrar, printed name and title, must be printed on the State Registrar's paper.
 4. A place holder for the LR, printed name and title must be printed on the paper.
 5. The word "ISSUED" must be printed on the left side under the certification statement.
 6. The front of the B6 and B7 must have the statement: "This is a true and correct **copy of the record as registered in the State of Texas. Issued under the authority of Section 191.051, Health and Safety Code.**"; and a warning band **"WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND"** along the bottom of the certificate above the border.

2.1.6 Certificate Paper and Printing Specifications for Heirloom Documents

- a. VSS issues three (3) types of heirloom certificates per the specifications in this section:
 1. Flag Heirloom Certificate – 14” x 11” single sheets, printed with the image of the “State of Texas flag” centered on the certificate and containing the phrases “Certificate of Birth” and “Native Texas.”
 2. Bassinet and Carriage Heirloom Certificate – 14” x 11” single sheets, printed with a bassinet and blanket centered on the certificate and containing the phrases “Certificate of Birth” and “Native Texas.”
 3. Wedding Anniversary Heirloom Certificate – 14” x 11” single sheets, printed with a bouquet of yellow roses centered on the certificate, and containing the phrase “Heirloom Wedding Anniversary Certificate.” At the bottom of the wedding anniversary certificate is the statement, “This certificate does not and may not be used to establish a marriage

relationship. This certificate has been issued in accordance with Texas Health and Safety Code Section 194.005.”

b. General Heirloom Printing Specifications:

1. Print area is 4.5” from the top inside border with printing 1 3/8” from the left side; and printing 1 3/8” from the right side.
2. Heirloom certificates shall be printed on single sheet, 40 lb. white bond paper compatible with offset printing.
3. Grade 1.
4. Document must be acceptable for processing on laser printer and include physical properties to accept and hold the laser printing.

2.1.7 Shipping

- a. Contractor must process any size order as requested by DSHS with no minimum or maximum amounts.
- b. Unless otherwise directed by DSHS, Contractor must use the most economical shipping method for the delivery of certificate paper. Specifically, Contractor must ship orders in accordance with the following:
 1. DSHS may request overnight or expedited shipment of any item(s) stored by the Contractor.
 2. Contractor shall provide an all-inclusive invoice, including if applicable expedited and overnight fulfillment fees, with expedited order-related tracking and information.
 3. DSHS reserves the right to change any shipping method at any time during the Contract Term.
 4. DSHS must notify the Contractor of any changes and provide applicable updated procedures.

2.1.8 Secure Measures and Plan

Contractor must meet the security measures and ensure security plan meets industry standards and the following:

- a. Perform security audits, provide incident investigation support, including reports, and initiate corrective actions to minimize and prevent fraudulent and security breaches in accordance with the Contractor’s HHSC-approved security measures and plan.

- b. Participate and collaborate with DSHS in quarterly reviews of Contractor security plan and measures.
- c. If security deficiencies are identified by either Party:
 - 1. Provide security deficiency resolutions to DSHS within one (1) business day.
 - 2. Resolutions as outlined in the delivery plan must be implemented within 24 hours after approval.

2.1.8.1 Security Delivery Plan

The Contractor must provide, at no additional cost, a security delivery plan which describes processes that include the measures put in place to mitigate risk and must be implemented to ensure the security of delivery of the product within 30 calendar days after the Contract Effective Date. The Contractor must develop procedures for maintaining security of the delivery and transport throughout the Contract Term.

The security delivery plan must address the following:

- a. How products must be packaged for delivery at the warehouse and on the transport.
- b. How and what documentation must be provided to the State Office and LR.
- c. How transportation vehicle or carrier service must be selected.

2.1.8.2 Delivery Requirements

Stringent security measures must be in place during the delivery of all documents to both the State Office and LR.

Contractor must provide:

- a. Shipment by truck or other common carrier and must be locked and sealed at the printing facility.
- b. During the course of delivery, the shipment must not be left unattended at any time.
- c. Only the receiving Registrar or their designee is permitted to remove the seal and the shipment must be secured to prevent the shipment from being opened prior to delivery. The carrier must be responsible for inside delivery of the entire shipment.
- d. DSHS may refuse the order if the Goods are not to the specifications as ordered or if the Goods are damaged upon delivery. Damaged Goods must be replaced at no charge or shipping costs to DSHS.
- e. Contractor must report to DSHS of any missing or tampered locks within two (2) hours of the identified potential security breach and must implement security discrepancy in

report.

- f. Contractor must provide a detailed report with dates, times, and tracking information on the shipments including but not limited to numbers of the secured paper packages.

2.1.9 Reporting Requirements

Reports shall be provided to DSHS at no additional cost.

- a. Contractor must provide the State Registrar's Office with quarterly report detailing purchase of certificate paper by LR (Product Purchase LR Detail report).
- b. Contractor must provide annual compliance report (Compliance Report) ensuring ongoing certification requirements.
- c. Notification of Plate creation and destruction must be consistent with requirements set forth in VSS policy, referenced as **Exhibit L, Plate Creation - Destruction Policy and Procedures**.
- d. Upon award of the Contract, Contractor must comply with all reporting expectations and requirements set forth in this Solicitation.

2.1.10 Performance Measures and Associated Remedies

- a. DSHS will monitor the Contractor's ability to comply with Contract requirements, including the ability to secure, print, and provide the paper utilized to print State of Texas birth, death, and wedding anniversary certificates.
- b. Any changes to the negotiated quarterly delivery timeline must be in writing through email, mail, or common carrier to the State Registrar within ten (10) business days from delivery date.
- c. Contractor's failure to meet the above objectives in subsection (a) may, in addition to the remedies set forth elsewhere in the Contract, result in any of the following actions taken by HHS:
 - 1. Temporary or permanent withholding of payments.
 - 2. Reduction of funding commensurate with the failure to perform.
 - 3. Demanding repayment of funds from Contractor.
 - 4. Suspension or termination of this Contract.
 - 5. Delay in Effective Date of a new Contract or Contract renewal;
 - 6. Accelerated monitoring of Contractor's performance;
 - 7. Additional or ad hoc reporting by Contractor, at no additional cost to DSHS, to address

performance issues; and

8. Compliance by Contractor, at no additional cost to DSHS, with the performance improvement activities and timelines specified in a written corrective action plan(s) approved by DSHS.

2.1.11 Communication and Assessment of Remedies

Contractor must comply with all communication and requirements set forth in this Solicitation and the awarded Contract. Once DSHS determines remedies are necessary, it must notify Contractor in writing of the assessment, stating the nature of the action, and the reasons for imposing. Failure to notify does not impact DSHS' assessment of remedies and is not a condition precedent thereto. DSHS may withhold payment due to Contractor or, if no payments are due, DSHS may make demand for payment. Contractor must make payment within 30 calendar days of DSHS' demand.

2.1.12 Transition Requirements

Transition Services begin after the execution of the Contract and conclude with the transfer of products and/or Services. The Contractor will provide all work products necessary for transition listed in **Article II, Scope of Work**. The Contractor shall complete the transition to the satisfaction of DSHS within 90 calendar days from the Contract Effective Date.

Upon completion of the Contract or termination by either Party, all State artwork and negatives must become the property of DSHS, and Contractor must return all artwork and negatives to DSHS. Final payment may be withheld until all artwork and negatives are received by DSHS.

2.1.13 Turnover Services

Contractor must transfer information to next awarded contractor when their Contract ends. This prevents a disruption in service for agency customers. Contractor must provide a turnover plan that details the proposed schedule, activities, and resource requirements for an orderly and expeditious transfer of certificate paper services to the next awarded contractor no less than 60 calendar days before their Contract end date. Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred, within 30 calendar days of their Contract end date, to the custody of DSHS personnel or a third party, as directed by DSHS. Turnover Services must meet all the requirements set forth in **Sections 3 and 4 of the Exhibit C, Health and Human Services (HHS) Additional Provisions, Version 1.0**.

Contractor must allow DSHS to oversee the destruction of printing plates in compliance with VSS policy, attached and incorporated therein as **Exhibit L, Plate Creation - Destruction Policy and Procedures**. The most current policy shall be provided to the Contractor at Contract execution.

2.1.14 Payment and Invoicing Requirements

Contractor shall submit an invoice to DSHS after each confirmed delivery. Contractor must manage all invoicing activity and certify that:

- a. Invoices for a Service performed, or Deliverable provided are submitted no later than 30 calendar days following the performance of the Service or provision of the Deliverable (i.e., within 30 calendar days following the end of the previous calendar month);
- b. Acknowledgement of the receipt of a rejected invoice within three (3) business days and resubmit a corrected invoice with a detailed explanation of the correction within seven (7) business days of initial receipt of invoice; and
- c. Maintain a record of accuracy and report on the number of invoices rejected and resolution time.

Invoices shall be sent to:

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, Texas 78714-9347
Fax: (512) 458-7442
Email: invoices@dshs.state.tx.us
Cc: cmsinvoices@dshs.texas.gov

Contractors' invoices must be in accordance with Title 34 of the TAC, Part 1, Chapter 20, Subchapter F, Division 1, § [20.487, Invoicing Standards](#), which must include at a minimum:

- a. Contractors legal name;
- b. State of Texas vendor number or federal tax identification number;
- c. Remit-to address with mailing address, telephone number and fax number;
- d. DSHS assigned Contract number and name of the DSHS Contract manager;
- e. Unique invoice number assigned by Contractor submitting the invoice;
- f. Invoice total and exact date invoice is submitted;
- g. Description and date of Services performed (line-item description for Service or Deliverable);
- h. Cost for each Service by category as outlined in payment for Services;
- i. Period covered by the invoice;
- j. Purchase Order number;

- k. HHS's Contract number;
- l. The name and contact information of the person submitting the invoice; and
- m. All Services must be performed to DSHS satisfaction, and DSHS shall not be liable for any payment for Services which are unsatisfactory or have not been approved by DSHS.

DSHS reserves the right to verify the details set forth in Contractors invoices, either before or after payment, by requesting additional information including inspecting books of the Contractors at a mutually convenient time or documentation which clearly indicates an activity has taken place or an expense has been incurred. Any revisions deemed necessary to the invoices by DSHS will require the Contractor to resubmit the invoice with a new date the invoice is submitted.

DSHS will remit payments in accordance with the [Texas Government Code Chapter 2251](#), also known as the "Prompt Payment Act." Payment will be made after services are rendered and accurate and complete invoices have been received.

Illegible or incomplete documentation, which cannot be verified, will be rejected. Any services performed by Contractor which cannot be verified, will be disallowed for payment. Payment shall be made within thirty days of receipt of a correct invoice for services satisfactorily provided to DSHS. Interest shall accrue on late payments in accordance with Texas Government Code §2251.025.

2.2 CONTRACT AWARD, TERM, AND HISTORICAL COMPENSATION

2.2.1 Contract Award and Execution

HHSC or DSHS intends to award one or more Contracts as a result of this Solicitation. Any award is contingent upon approval of the HHSC or DSHS executive commissioner or their designee.

If, for any reason, a final Contract cannot be executed with a Respondent selected for award within ten (10) calendar days of HHSC or DSHS's determination to seek to contract with that Respondent, HHSC or DSHS 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 one (1) year. HHSC or DSHS, at its sole option, may extend any Contract awarded pursuant to this Solicitation for up to two (2) optional two (2) year terms for a maximum Contract Term of five (5) years.

Following the base term and any allowable renewals or extensions, HHSC or DSHS may extend any resulting Contract for not more than one 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 year.

2.2.3 Historical Compensation

Historical compensation under the existing certificate paper contract, has been approximately \$1,500,000.00 per State Fiscal Year. Notwithstanding **Section 2.2.3 (Historical Compensation)**, HHSC or DSHS reserves the right to adjust any projected amount based on State funding during the term of a resulting Contract.

2.2.4 Data Use Agreement and Security Privacy Inquiry

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

Respondents must complete and return with their Solicitation Response **Exhibit D-1, Texas HHS System – Data Use Agreement - Attachment 2, Security and Privacy Inquiry (SPI), Version 2.1.**

2.3 NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION

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

ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Posting Date to ESBD (Date of Release)	June 11, 2025
Pre-Proposal Conference and HSP Training Attendance is optional	June 13, 2025, at 10:00 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarification	June 16, 2025, at 10:30 a.m. Central Time
Deadline for Requesting Physical Specimens from DSHS	June 19, 2025, by 5:00 p.m. Central Time
Tentative Date Responses to Questions or Requests for Clarification Posted on ESBD	June 27, 2025
Deadline for Courtesy HSP Review	July 14, 2025, by 5:00 p.m. Central Time
Deadline for Submission of Solicitation Responses <i>[NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.]</i>	July 28, 2025, at 10:30 a.m.
Evaluation Period	August 2025
Anticipated Notice of Award	October 2025
Anticipated Contract Start Date	December 2025

Respondents must submit their Solicitation Responses to HHSC in accordance with the due date and time 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 cancellation. 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 ESBD and [Procurement Forecast](#) for updates.

By submitting a Solicitation Response, 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 **Section 3.3.1, Sole Point of Contact** of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation in the manner and by the deadline 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 (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. Must not contest the interpretation by HHSC or DSHS 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 shall 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. Communications via telephone are 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 to receive updated contact information.

Name	Bianca Hernandez, CTCD, CTCM
Title	PCS Purchaser
Address	Procurement and Contracting Services Building 1100 W 49th St. MC: 2020 Austin, TX 78756
Phone	(512) 776-7111
Email	Bianca.Hernandez01@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 or DSHS, 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 or DSHS designated staff as provided by **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, Sole Point of Contact** are as follows:

- a. Respondents with questions relating to the HUB Subcontracting Plan are permitted to direct those questions to the HUB coordinator at Bob.McCurdy@hhs.texas.gov.
- b. Where it is expressly directed by the Sole Point of Contact that another designated HHSC representative may speak to the Respondent, such as during Contract negotiations. 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 or DSHS 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 or DSHS reserves the right to amend answers previously posted, prior to the Deadline for Submission of Solicitation Responses in **Section 3.1, Schedule of Events**. Amended answers will be posted on the ESBD. It is the Respondent's responsibility to check the ESBD. HHSC or DSHS 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);
 3. Question topic (e.g., "Schedule of Events," or "**Exhibit I, Cost Proposal**"); and
 4. Question for HHSC or DSHS.
- 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 Requests for Clarifications in **Section 3.1, Schedule of Events**, may be reviewed by HHSC or DSHS 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.

3.4 PRE-PROPOSAL CONFERENCE AND HSP TRAINING

3.4.1 Attendance

HHSC PCS will conduct a HSP Training. Attendance is optional but highly recommended.

3.4.2 Conference Logistical Information

HHSC PCS will hold the Pre-proposal Conference and HSP Training 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 to have reasonable accommodations made by HHSC.

Webinar Information:

<https://events.teams.microsoft.com/HHS0015470>, Certificate Paper Pre-Proposal Conference and HSP Training

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 **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 one hundred (100) pages and should be formatted for 8 ½" x 11" 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 or DSHS 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 or DSHS, in 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 or DSHS will disqualify the Solicitation Response and it will not be evaluated. HHSC or DSHS will not accept submissions after the "Deadline for Submission of Solicitation

Responses” in **Section 3.1, Schedule of Events** 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 E** 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 E** 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 part of any Contract resulting from this Solicitation unless expressly made a part of the Contract in writing by HHSC or DSHS.

3.5.5 Assumptions

Respondent must identify on **Exhibit F, Assumptions Form** any business, economic, legal, programmatic, or practical assumptions that underlie the Respondent’s response to the Solicitation. HHSC or DSHS 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 or DSHS.

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 will be disqualified.**

If a Respondent’s ability to enter 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 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 date and time 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 Options

- a. **Submission Option #1: USB Drives.** 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. 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).
 3. In accordance with **Section 6.8, HUB Subcontracting Plan**, each USB must contain one file named “HUB Subcontracting Plan” in searchable PDF, that contains the Respondent’s HUB Subcontracting Plan and all supporting documentation.
 4. 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.
- b. **Submission Option #2: HHS Online Bid Room.** Respondent shall submit the following through the Online Bid Room utilizing the procedures in **Exhibit J, 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. 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).

3. 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.
4. 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.

3.6.3 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 Respondent will not have an opportunity to remedy missed requirements. At its sole discretion, HHSC may request some or all 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. For exhibits requiring signatures, both electronic and handmade signature are acceptable.

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 Contract award.

A.	Proposal and Respondent Information			
1.	Narrative Proposal and Respondent’s Physical Specimens	(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	(Section 6.4)	AC	_____
6.	HHS Solicitation Affirmations	(Section 6.5, Exhibit A)	SC	_____
7.	Exceptions (if applicable)	(Section 3.5.4, Exhibit E)	AC	_____

8.	Assumptions (if applicable)	(Section 3.5.5, Exhibit F)	AC	_____
9.	Proof of Certification	(Article II and Section 4.2.2)	SC	_____
10.	Other Reports	(Section 6.6)	AC	_____
11.	Corporate Guarantee	(Section 6.7)	AC	_____
12.	SPI	(Section 2.2.4, Exhibit D-1)	AC	_____
B.	Cost Proposal	(Article VII, Exhibit I)	SC	_____
C.	HUB Subcontracting Plan	(Section 6.8 and Exhibit G)	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, 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 or DSHS be responsible or liable for any delay or error in delivery. Solicitation Response must be RECEIVED by HHSC PCS by the Deadline for Submission of Solicitation Responses 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:	HHS0015470
SOLICITATION NAME	Certificate Paper
SOLICITATION RESPONSE DEADLINE	See Section 3.1, Schedule of Events
PURCHASER NAME:	Bianca Hernandez, CTCD, CTCM
RESPONDENT NAME:	[Respondent Name]

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

HHSC or DSHS 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 or DSHS 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 Deadline for Submission of Solicitation Responses 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 2155.074\(b\)](#), [\(b-1\)](#) and [Texas Government Code Section 2156.007](#). HHSC or DSHS 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 methodology as outlined by this section. Interviews may be used to clarify the written responses.

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. Respondent must be accredited by one of the following organizations:

1. North American Security Products Organization (NASPO); or
2. Intergraf.

Proof of accreditation must be submitted with the Solicitation Response to demonstrate compliance by the Deadline for Submission of Solicitation Responses listed in **Section 3.1, Schedule of Events**.

b. Respondents must have, throughout the Contract Term, one of the following certifications:

1. ISO 9001:2015;
2. ISO 14298; or

3. ISO 14644-1.

Proof of certifications must be submitted with the Solicitation Response to demonstrate compliance by the Deadline for Submission of Solicitation Responses listed in **Section 3.1, Schedule of Events**.

- c. Respondents must have been in business for a minimum of five (5) years with demonstrated experience in security printing.
- d. Respondents must be financially solvent and adequately capitalized, as determined based solely by DSHS. This requires the complete and accurate submission of all documentation in **Section 6.6, Other Reports**.
- e. All printing of Certificate Paper and the generating of printing plates must be done in facilities located in the continental United States. Respondents must provide the physical address of the facility where all printing will occur.

4.2.3 Initial Compliance Screening

HHSC or DSHS 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 **Section 3.6.3, Submission Checklist**.

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

HHSC or DSHS may contact references provided in response to this Solicitation. HHSC or DSHS may contact Respondent's clients, or solicit information from any available source, including the Comptroller's VPTS. Any information received may be grounds for disqualification if that information, in HHSC's or DSHS'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 Interviews or 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 H, Evaluation Tool**.

- a. Qualifications and Experience (30%)
- b. Project Work Plan (40%)
- c. Cost (30%)

4.2.6 Best and Final Offer (BAFO)

HHSC or DSHS may, at its sole discretion, following the execution of **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 set forth in BAFO request, or leave its Solicitation Responses originally submitted. Requests will be sent to the point of contact provided by the Respondent. HHSC or DSHS is not responsible for a Respondent's failure to timely receive the BAFO request.

HHSC or DSHS 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 (as outlined by **Section 4.2.7, Final Written Response Score**) 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 or DSHS and submitted by the Respondent, they will be evaluated using the criteria stated in the BAFO invitation, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring Respondent. However, a Respondent should provide its best offer in its original Solicitation Response. Respondents should not expect or assume that HHSC or DSHS will request a BAFO.

4.2.7 Final Written Response Score

A Respondent's Final Written Response Score is the score from the **Written Solicitation Response Evaluation, Section 4.2.4**. If BAFOs are conducted, the Final Written Response Score may be adjusted in accordance with **Section 4.2.6, Best and Final Offer**. Final Written Response Score may not always determine best value or selection for negotiation and award, see **Section 4.2.8, Summary of Best Value Determination** for more information.

If BAFOs are conducted, the Final Written Response Score may be adjusted in accordance with **Section 4.2.6, Best and Final Offer**. Final Written Response Score may not always determine best value or selection for negotiation and award, see **Section 4.2.8, Summary of Best Value Determination** for more information.

4.2.8 Summary of Best Value Determination

The final selection for award will be based on best value, as determined by this section. This includes any scoring adjustments for outliers, interviews, best and final offers, oral presentations, demonstrations, site visits, 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 or DSHS when selecting a Respondent for negotiation and Contract award.

4.3 QUESTIONS OR REQUESTS FOR CLARIFICATION

By submitting a Solicitation Response, Respondent grants HHSC or DSHS 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, and 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 generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC or DSHS. Such information may be taken into consideration in evaluating the Solicitation Response.

ARTICLE V. NARRATIVE

5.1 NARRATIVE PROPOSAL

5.1.1 Executive Summary

Respondents 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 or DSHS 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 twenty (20) pages and should represent a full and concise summary of the contents of the proposal.

5.1.2 Relevant Experience

Describe the Respondent's experience, proposed processes and methodologies for printing the types of documents included in **Article II, Scope of Work**.

- a. Respondent should include printing experience as follows:
 1. Local agencies and the federal government; and
 2. Other states including the State of Texas.
- b. Respondent experience in producing the required documents as outlined in the RFP for other entities with needs similar to the State of Texas.

5.1.3 Set-Up Process

Describe the Respondent's proposed processes and methodologies for secure plate creation, and set-up to include LR offices as well as four (4) set-ups per year for printing runs for the State Registrar as described in **Article II, Scope of Work**.

5.1.4 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**, 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.

Provide a high-level overview of the Respondent's approach to meeting the requirements contained in **Article II, Scope of Work**. This should include a description of the Respondent's ability to deliver secure documents that are at risk for fraudulent duplication.

The security delivery plan must:

- a. Describe how products will be packaged for delivery at the warehouse and on the transport.
- b. Describe how and what documentation will be provided to the recipient.
- c. Describe how truck or carrier service will be selected.

5.1.5 Respondent Physical Specimens

- a. Physical Specimens provided by DSHS:

1. Upon request, DSHS will provide one (1) voided Physical Specimen of every State issued certificate to include: B6; B7; Wedding Anniversary Heirloom Certificate; Bassinet and Carriage Heirloom Birth Certificate; and Flag Heirloom Birth Certificate. ***Note: The requirements stated in this Scope of Work contain updated requirements superseding the features observed in the current Physical Specimens available.*** For additional information, reference **Exhibit K, Physical Specimens.**

2. To request a Physical Specimen, Respondents must:

- A. Submit request to the Sole Point of Contact as per **Section 3.3.1 (Sole Point of Contact)**.
- B. Include Respondent's Name and Shipping Address.
- C. Refer to **Section 3.1 (Schedule of Events)** for a Deadline for Requesting Physical Specimen from DSHS to request voided Physical Specimens.

- b. Respondent shall submit three (3) different Physical Specimens.

1. Respondent shall submit its own Physical Specimens to one (1) of the delivery addresses listed in **Section 3.6.4 (Labeling and Delivery for USB Submission and**

Other Materials).

2. Respondent shall submit Physical Specimens by the Deadline for Submission of Solicitation Responses listed in **Section 3.1 (Schedule of Events)**.
3. Physical Specimens must be watermarked "Specimen" and will not be returned.
4. Respondent can submit any Physical Specimen as long it meets all the requirements of this **Subsection (b)**, (Respondent Physical Specimens).
5. Respondent must include security features as referenced in **Article II**.

5.1.6 Key Staffing Profile

Respondents must provide key staffing profiles and resumes for all key staff who will be responsible for the performance of the Services requested under this Solicitation.

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, or 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 which entities (i.e., 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) from which 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 in contract with any State of Texas agency. If “Yes,” specify the Contract Term, for what duties, and for which agency.

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 an subject to an exemption under [Texas 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 three (3) 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 **Exhibit A, HHS Solicitation Affirmations, Version 2.6**.

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 for the entity submitting the Solicitation Response, which must include:
 1. For years, 2022, 2023, and 2024 of audited financial statements, including all supplements, management discussion and analysis, and actuarial opinions ;
 2. If applicable, for years 2022, 2023, and 2024 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:
 - A. Balance sheet;
 - B. Income statement;
 - C. Statement of changes in financial position;
 - D. Statement of cash flows; and
 - E. 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, the Respondent must submit unaudited financial information and any other information of the entity submitting the Solicitation Response that the Respondent believes meets the requirements of this section. Reference **Section 6.6.3, Alternate Report**. 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 the Solicitation Response does not contain the annual report specified in Section 6.6.2(a) above, the Respondent must provide the following within its Solicitation Response: (1) a statement that the Respondent does not have an audited annual report for the specified time frame(s) and (2) an alternate report which contains the following:

- a. For years 2022, 2023, and 2024 of Respondent's unaudited financial statements, including all supplements, management discussion and analysis, and actuarial opinions ;
- b. Respondent's 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 or wholly-owned by another corporate (or other) entity, HHSC reserves the right to request that such parent entity unconditionally guarantee performance by the Respondent in each and every obligation, warranty, term, covenant, and condition of the Contract.

6.8 HUB SUBCONTRACTING PLAN

Respondents must submit the HUB Subcontracting Plan in accordance with **Section 3.6, Solicitation Response Submission and Delivery**. The HSP should be labeled: "HUB Subcontracting Plan (HSP)," and include all supporting documentation in accordance with **Exhibit G, Historically Underutilized Business (HUB) Subcontracting Plan (HSP) Requirements** 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: Bob.Mccurdy@hhs.texas.gov

E-mail Subject Line: HSP Courtesy Review, No. HHS0015470

Due Date: See [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 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, the cost proposal, with the Respondent's Solicitation Response for the services listed in **Article II, Scope of Work**.

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 or DSHS. The pricing for the required Goods and Services is to be presented only in the format set forth in **Exhibit I, Cost Proposal** 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.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Changes, Modifications, and Cancellation

HHSC or DSHS reserves the right to make changes to and/or cancel this RFP and will post all changes and modifications, whether made as a result of a potential Respondent's written inquiries or otherwise, and cancellation notices on the ESBD. It is the responsibility of the Respondent to check the ESBD regularly for any additional information regarding this RFP. If the Respondent fails to monitor the ESBD 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 Deadline for Submission of Solicitation Responses. 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 unless expressly agreed upon in writing by HHSC or DSHS.

8.1.3 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by HHSC or DSHS to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. HHSC or DSHS 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 or DSHS will look solely to the successful Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. The successful Respondent 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). [Texas Government Code Chapter 552](#), and may be disclosed to the public upon request. Other legal authority also requires HHSC or DSHS to post contracts and proposals on its public website and to provide such information to the Legislative Budget Board 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 or DSHS’ public website, and posted on the Legislative Budget Board’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 or DSHS, 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 or DSHS 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 or DSHS 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 or DSHS 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 the Public Information Act Handbook, please visit the attorney general's website at <http://www.texasattorneygeneral.gov>.

8.1.6 Respondent Waiver – Intellectual Property

SUBMISSION OF ANY DOCUMENT TO HHSC or DSHS IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER AND AGREEMENT BY RESPONDENT TO FULLY INDEMNIFY THE STATE OF TEXAS, HHSC OR DSHS FROM ANY CLAIM OF INFRINGEMENT BY HHSC OR DSHS REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF RESPONDENT OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHSC OR DSHS 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 or DSHS are required to implement standards of conduct for their own personnel and agents on terms at least as restrictive as those applicable to HHSC or DSHS. 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 or DSHS. 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 or DSHS 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, that violates a provision of [Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter D](#) may be barred from receiving future contracts or have an existing contract canceled. Additionally, HHSC or DSHS 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 successful Respondent to be awarded a Contract with a value of \$1 million or more or awarded a Contract that would require the successful Respondent 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 successful Respondent.

8.2 INSURANCE

8.2.1 Required Coverage

For the duration of any Contract resulting from this Solicitation, the successful Respondent shall acquire insurance, bonds, or both, with financially sound and reputable independent insurers, in the type and amount listed in **Exhibit M, 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 or DSHS 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 or DSHS 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 or DSHS 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 (UTC) – 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 (DUA), VERSION 8.5
<u>EXHIBIT D-1</u>	TEXAS HHS SYSTEM – DATA USE AGREEMENT - ATTACHMENT 2, SECURITY AND PRIVACY INQUIRY (SPI), VERSION 2.1
<u>EXHIBIT E</u>	EXCEPTIONS FORM
<u>EXHIBIT F</u>	ASSUMPTIONS FORM
<u>EXHIBIT G</u>	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN (HSP) REQUIREMENTS
<u>EXHIBIT H</u>	EVALUATION TOOL
<u>EXHIBIT I</u>	COST PROPOSAL
<u>EXHIBIT J</u>	HHS ONLINE BID ROOM
<u>EXHIBIT K</u>	PHYSICAL SPECIMENS
<u>EXHIBIT L</u>	PLATE CREATION-DESTRUCTION POLICY AND PROCEDURES
<u>EXHIBIT M</u>	INSURANCE REQUIREMENTS