



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

**Request for Offers (RFO)
for
DSHS Laboratory Services Section
LabWare Software Upgrade**

RFO No. HHS0008205

**Date of Release: March 18, 2021
Responses Due: April 7, 2021 by 10:30 A.M. Central Time**

NIGP Class/Item Codes

- 920-07 *Applications Software for Microcomputer Systems: Business, Mathematical and Statistical, Medical, Scientific, etc.
- 920-40 *Programming Services, Computer, Including Mobile Device Applications
 - 920-45 *Software Maintenance and Support Services
 - 920-46 *Software Updating and Upgrading Services
- 920-76 *Testing of Systems Infrastructure, Components of Software, IT Services
- 952-90 *Training and Instruction Services, Clients, Not Staff

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Health and Human Services Commission (“**HHSC**”), for and behalf of the Department of State Health Services (“**DSHS**”), is soliciting offers from qualified Respondents to provide professional software services to assist in the upgrade of the LabWare software in support of the DSHS Laboratory Services Section (“**LSS**”) Laboratory Information Management Systems (“**LIMS**”) in accordance with the specifications contained in this Request for Offers (“**RFO**”). A complete list of required services is defined in **Article II, Scope of Work**.

In coordination with HHSC and with HHSC’s prior written approval, the successful Respondent shall install any necessary patch or update into HHSC’s installation(s) of Software (the “**System**”) and/or coordinate with HHSC to ensure patches and updates are applied in a timely manner.

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

Information regarding DSHS and its programs is available online and can currently be accessed at <https://www.dshs.texas.gov/>.

1.2 DEFINITIONS

Refer to **Exhibit B, HHS Uniform Terms and Conditions – Vendor Version 3.1**, and **Exhibit C, HHS Additional Provisions – DSHS LabWare Software Upgrade**, for additional definitions.

Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“**Addendum**” means a written clarification or revision to this Solicitation issued by HHSC or DSHS.

“**Centers for Disease Control and Prevention**” or “**CDC**” means the United States federal agency that is the leading national public institute under the U.S. Department of Health and Human Services and is headquartered in Atlanta, Georgia.

“**Clinical Document Architecture**” or “**CDA**” means the HL7 CDA which is an XML-based markup standard intended to specify the encoding, structure and semantics of clinical documents for exchange.

“**Department of State Health Services**” or “**DSHS**” means the administrative agency established under *Texas Health and Safety Code* Chapters 12 and 1001, or its designee.

“**ESBD**” means the Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over \$25,000.00 are posted. The ESBD may currently be accessed at <http://www.txsmartbuy.com/sp>.

“Health and Human Services Commission” or “HHSC” has the same meaning as the definition in **Exhibit B, HHS Uniform Terms and Conditions – Vendor Version 3.1.**

“Health Level Seven” or “HL7” means the set of international standards for transfer of clinical and administrative data between software applications used by various healthcare providers. These standards focus on the application layer, which is “layer 7” in the OSI model. The HL7 standards are produced by Health Level Seven International, an international standards organization, and are adopted by other standards issuing bodies such as American National Standards Institute and International Organization for Standardization.

“HUB” has the same meaning as the definition in **Exhibit B, HHS Uniform Terms and Conditions – Vendor Version 3.1.**

“HUB Subcontracting Plan” or “HSP” means written documentation regarding the use of subcontractors, which is required to be submitted with all responses to state agency contracts with an expected value of \$100,000.00 or more where subcontracting opportunities have been determined by the state agency to be probable. The HSP subsequently becomes a provision of the awarded Contract and shall be monitored for compliance by the state agency during the term of the Contract.

“Respondent” means the entity responding to this Solicitation.

“Solicitation” means this Request for Offers including any exhibits and Addenda, if any. Also, may be referred to as “RFO” in this Solicitation, including any exhibits, attachments, and/or addenda, if any.

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

“System Agency” has the same meaning as the definition in **Exhibit B, HHS Uniform Terms and Conditions – Vendor Version 3.1.**

1.3 AUTHORITY

HHSC on behalf of DSHS is soliciting the services listed herein under pursuant to *Texas Government Code* § 21557.068(e-1), 1 TAC pt. 10, ch. 212, subch. C, §212.20 and *Tex. Gov’t Code* § 2157.003 or other applicable law.

ARTICLE II. SCOPE OF WORK AND SPECIFICATIONS

2.1 DESCRIPTION OF SERVICES/STATEMENT OF WORK/SPECIFICATIONS

HHSC is an agency within and has statutory oversight of the Texas Health and Human Services System (**“HHS System”**). HHS System consists of two state agencies: HHSC and DSHS. DSHS provides vital statistics, compiles and disseminates health data, administers chronic and infectious disease prevention, laboratory testing efforts, leading public health response to disasters, disease threats and outbreaks, and provides licenses and regulatory services.

DSHS LSS serves the state of Texas by performing a variety of analyses on 1.5 million samples a year in support of public health, including Newborn Screening (**“NBS”**), Texas

Health Steps (“**THSteps**”) Medicaid Program, Microbiological Services, Emergency Preparedness, and Environmental Chemistry. More than 8,000 entities submit these samples. This testing is supported by four LIMS, applications for tracking and testing samples and reporting results. The LIMS include LabWare (Microbiology and Emergency Preparedness), SpecimenGate (NBS), Harvest (THSteps), and LabWorks (Environmental Chemistry).

DSHS has identified the need to upgrade Labware V6.0 to V7.1. As such, the Scope of Work (“**SOW**”) within this Solicitation outlines the Labware V7.1 upgrade requirements. Subject matter expertise is required to upgrade and implement Labware V7.1, And this SOW describes the requirements and expectations for the upgrade Contract that may be awarded as a result of this Solicitation.

2.1.1 Background

Labware V6.0 with Clinical Health Template V3.0 is currently used in testing samples of virology, serology, advanced molecular, biothreat and chemical threat groups. Support for LabWare V6.0 will be expiring soon and LabWare V7.1 with its enhanced capabilities of interactive dynamic visual workflows and dashboards, fully integrated windows and web client, optimized database access resulting in improved LabWare V7.1 performance, improved LIMS Basic Editor and debugger, Folder Manager, Result Entry, Review Window and Project Manager enhancements with Clinical Health Template V4.0 will be more effective in handling the lab processes bringing efficiency and more ease of use for the end users.

2.1.2 Labware V7.1 Application Overview

LabWare V7.1 has reduced module footprint due to the functionality incorporated within the newer version, which will result in 54 modules will be removed from the System. LabWare V7.1 with its enhanced visual workflows capabilities, configuration packages, error logging, Clinical Health Template V4.0 enhancements (*e.g., HL7 messaging, Extensible Markup Language (“XML”) Messaging, new component template*) will provide improvements to performance and the user interface.

LabWare V7.1 has improved database access with significant performance improvements. It has “just-in-time” compiler which is faster than the interpreter in LabWare V6.0. The other key features include LIMS administration improvements, folder manager enhancements, project manager enhancements, stored query manager, contact manager, sample rules, table templates for child tables, audit and business rules and integrated web service calls.

2.1.3 Scope of Work

The Contractor will provide the services and deliverables under the terms and conditions of this SOW and in compliance with HHSC and DSHS Information Technology standards, guidelines, policies, and procedures, during the estimated time periods between July 2021 and August 2022. All the services and deliverables will be provided in compliance with HHSC and DSHS standards, guidelines,

policies, and procedures. DSHS has established the following requirements for the LabWare Upgrade project:

- a. Upgrade to LabWare V7.1;
- b. Upgrade to Labware Clinical Health Template (“CHT”) V4.0;
- c. Upgrade to Laboratory Information Management System Integration with Laboratory Response Network - Biological (“LIMSi LRN-B”) with CDC Specifications 3.0 for HL7 messaging;
- d. Fulfill training requirements; and
- e. Fulfill documentation Requirements.

2.1.4 Deliverables

The successful Respondent will provide professional services to meet the requirements identified in this **Section 2.1.4, Deliverables**. The Respondent will provide solutions to each task described in the following sections. For each task, the Respondent must provide personnel with the appropriate skills to successfully complete the task. The Respondent must assure that persons employed on the Contract resulting from this Solicitation possess the required skills and are assigned duties consistent with the job classifications for which they are employed.

2.1.4.1 LabWare V6.0 upgrade to V7.1 in the Development Environment Functional Specifications

- a. Evaluate current DSHS LabWare V6.0 and recommend software and hardware pre-requisites for Labware V7.1 upgrade. Record all deviations from existing LIMS software and hardware;
- b. Evaluate V6.0 Database Schema Customization and identifying any potential conflicts with custom added fields, tables, modified field lengths, indexes. Record all conflicts and newly added tables, renamed tables, and field names;
- c. Compare V6.0 modules and SLLs footprint with out of box footprint of V7.1. Record all modules and SLL’s that are to be removed and any NLS files that are to be modified;
- d. Evaluate configuration inconsistencies with V7.1. Review the entire current state of LIMS configuration in the production instance including all basic subroutines and formulas. Record all the inconsistencies, issues identified and their resolution;
- e. Upgrade a copy of V6.0 production system to V7.1 in the development environment. Record any issues identified and their resolutions; and
- f. Addresses issues arising due to 18 technical recommendations identified in **Section 3.1.3** in **Exhibit G2, LabWare V7.0 Upgrade Assessment for State of Texas Department of Health** and record all issues and their resolutions.

Acceptance Criteria

- a. LIMS V7.1 application installed with V7.1 license;
- b. LIMS V7.1 can be launched from a DSHS desktop connected to the development system;
- c. Changes to developmental database completed as per Labware guidelines; and
- d. Copy of all records arising from a), b), c), d), e), and f) as detailed under Functional Specifications in **Section 2.1.4.1**.

2.1.4.2 Clinical Health Template V4.0 installation in the Development Environment Functional Specifications

The successful Respondent will install Clinical Health Template V4.0 in the development environment preserving all the current functionality, included but not limited to:

- a. All existing data;
- b. All existing templates;
- c. Algorithms and rules;
- d. Folder and batching configurations;
- e. All reports, including preliminary and result mailers, summary reports, and queries;
- f. Communications Log / Communications Manager;
- g. Inventory processes and tracking; and
- h. Addresses issues arising due to 18 technical recommendations identified in **Section 3.1.3 of Exhibit G2, LabWare V7.0 Upgrade Assessment for State of Texas Department of Health** and record all issues resolutions.

Acceptance Criteria

The successful Respondent will ensure to have the following functionality available in the development environment. Record of any issues identified, and their resolutions will be considered as a part of a deliverable:

- a. Parallel process of Demographic Data Entry and Lab Processing;
- b. Efficient sample login processing. Option to use cloning;
- c. Sample Labels may be preprinted or LIMS generated. LIMS generated media labels;
- d. Attach scanned sample requisition to sample as linked PDF file;
- e. Submitter/practitioner many to many relationship;
- f. Check for Patient Duplicate when create new patient;
- g. Patient History Report with links to all historical secure reports for patient;
- h. Demographic Data Entry process with Demographic Data Review;
- i. Demographic Data Entry refreshes Reference Range checks that are dependent on demographic data;
- j. Automated pre-defined comment for sample, test, result and project based on result values. Uses RTF Templates;

- k. Linking of STD Reagent data to QC data for charting;
- l. Automatic calculation of batch variable dependent calculations after grid result entry;
- m. Reject all tests in the batch and add a repeat test;
- n. Control Test Release for a set of tests (Release Groups);
- o. Sample and Test Cancel audit reasons available for reporting;
- p. Final Physician Report:
 - 1) Secure Reports;
 - 2) Preliminary, Final and Amended Report to the submitting physician;
 - 3) Automated preliminary reports based on analysis. Automated amended reports when either test results or demographic data has changed;
 - 4) Track result previously reported value based on time of reporting. Automatically noted on report;
 - 5) Report delivery by submitter / practitioner: Mail, Fax, Courier, etc.;
 - 6) Merge PDF result values into final report;
 - 7) Distribution Lists for Report Courtesy Copies (Cc). Reports may be delivered by different methods to different people (e.g., *Mail, Fax*);
 - 8) Delivery tracking of reports; and
 - 9) Automated Faxing.
- q. Outbreak tracking in Project Manager;
- r. Project reporting for multiple samples. Option to require project approval process using Approval Manager;
- s. Flags for lab notifications. Option to prevent reporting of sample or project;
- t. Call center for tracking of incoming and outgoing calls. Also used for Problem Samples;
- u. Quarantine of sensitive results, such as Bioterrorism positive results;
- v. SNOMED code tracking;
- w. LOINC codes on orderable analyses and test lists. LOINC codes on reportable results;
- x. Notifiable organism tracking and reporting;
- y. Automated reflexing of all existing configured analyses;
- z. Use of Laboratory Manager to manage test authorization and release;
- aa. Use of Reference Ranges to determine acceptable results; and
- bb. HL7 Messaging for orders and results to and from external systems.

2.1.4.3 Upgrade to LIMS_i LRN-B CDC Specifications 3.0 in the development environment

Functional Specifications

- a. Detailed plan for requirements gathering will be submitted for approval;

- b. BT analysis enhancements;
- c. HL7 message template update;
- d. Creation of CDC validation scripts;
- e. Testing of CDC validation scripts in the development environment; and
- f. All issues arising from BT analysis enhancements, HL7 message template update, running CDC validation scripts in the development environment and their resolutions will be addressed as a part of deliverable.

Acceptance Criteria

- a. Detailed plan for requirements gatherings;
- b. Business Requirement and functional specification documents;
- c. Detailed record of BT analysis enhancements, HL7 message template and CDC validation scripts;
- d. Record of all the issues reported from running the CDC validation test scripts in the development environment and their resolutions;
- e. All test cases for CDC Specifications 3.0 should be tested successfully in the development environment. Any new test cases added later by Lab will also become a part of the acceptance criteria;
- f. Any issues arising from a), b), c), d), e), f) detailed under the Functional Specifications of this **Section 2.1.4.3** will be addressed and resolved as a part of the deliverable; and
- g. Record all of issues and their resolution arising from a), b), c), d), e), f) under the Functional Specifications of this **Section 2.1.4.3**.

2.1.4.4 Create Configuration Package for the Test Environment Functional Specifications

The successful Respondent must compile and deliver to DSHS test environment configuration package with written instructions for applying the package. All issues identified in test environment, which were successfully tested in the development environment will be resolved as a part of this deliverable.

Acceptance Criteria

- a. For test environment, configuration package is created in Changes Manager in the development environment;
- b. Written instructions for applying test configuration package is completed and delivered; and
- c. All test cases for CDC Specifications 3.0 should be tested successfully in the test environment. Any new test cases added later by Lab will also become a part of the acceptance criteria.
- d. Record of all issues in the test environment and their resolutions.

2.1.4.5 Create Configuration Package for Production Environment

Functional Specifications

Compile and deliver to DSHS production environment configuration package with written instructions for applying the package. All issues identified in production environment, which were successfully tested in the development & test environment will be resolved as a part of this deliverable.

Acceptance Criteria

- a. For production environment, configuration package is created in Changes Manager in the development environment;
- b. Written instructions for applying production configuration package is completed and delivered;
- c. All test cases for CDC Specifications 3.0 should be tested successfully in the production environment. Any new test cases added later by Lab will also become a part of the acceptance criteria; and
- d. Record of all issues in the production environment and their resolutions.

2.1.4.6 LabWare V7.1 Training

Functional Specifications

- a. For training: base class size and the number of sessions required on 30 DSHS and HHSC IT staff;
- b. Provide training on LabWare V7.1 and Clinical Health Template V4.0 New Features;
- c. The successful Respondent will work closely with Laboratory Admins to educate on critical processes or novel configurations;
- d. The successful Respondent will provide training on system and CHT changes and processes to upgrade validation staff, in the form of one-on-one web exchanges. These staff will then provide training to the rest of the users; and
- e. The successful Respondent will demonstrate and setup a general visual workflow that may be used by all teams, that the Laboratory may later customize as needed.

Acceptance Criteria

- a. Record of LabWare V7.1 and CHT V4.0 new features training;
- b. Record of training provided on critical processes or novel configurations;
- c. Record of training on system, Clinical Health Template changes and processes; and
- d. Record of demonstration of basic visual workflow.

2.1.4.7 Documentation

Functional Specifications

- a. Clinical Health Template V4.0 documentation guide;
- b. Upgrade scripts per environment, including all objects;
- c. Appropriate user manuals and installation guides for each module;
- d. A shared process for logging and tracking trouble tickets and their resolutions (ex. SharePoint), with detailed explanations of the solutions and steps taken, including identifying affected objects;
- e. Documented change control process; and
- f. Documentation of all actions taken externally to the LIMS application (such as using Structured Query Language (“SQL”) to affect changes on the database).

Acceptance Criteria

- a. CHT V4.0 Documentation Guide;
- b. Upgrade scripts for all the environments;
- c. Change control process documents; and
- d. Records of all actions taken external to LIMS application.

2.1.4.8 Project Completion

Functional Specification

Identifications and resolutions of issues during warranty period related to:

- a. LabWare V7.1;
- b. CHT V4.0; and
- c. LIMS_i LRN-B CDC specs 3.0.

Acceptance Criteria

- a. The LabWare V7.1 Clinical Health Template V4.0 and LIMS_i LRN-B operates in the production environment for 15 business days without defect attributable to any successful Respondent deliverable in this Statement of Work.
- b. Records of issues log and their resolution during Hypercare period.

2.1.5 Project Planning

2.1.5.1 The Integrated Project Team (“IPT”)

- a. For project management requirements, the successful Respondent is responsible for following Project Management Institute (“PMI”) based industry best practices of project management; the successful Respondent *may* review the Department of Information Resources (“DIR”) Project Delivery Framework for examples and information about the project management expectations for this project;
- b. The project team will consist of resources from DSHS and successful Respondent’s organizations with the requisite skills for their respective roles;
- c. DSHS reserves the right to assess the suitability of successful Respondent resources for their assigned roles at any time, and if necessary, requests a suitable replacement; and

- d. The successful Respondent will produce and maintain a project schedule indicating the tasks, milestones, and resource assignments for the project which will be delivered to DSHS Project Manager or designate on a schedule as mutually agreed-upon.

2.1.5.2 Project Planning and Managing

- a. The schedule will be reviewed upon requests by the DSHS Project Manager or designee;
- b. Any changes to the schedule must be approved by the DSHS Project Manager or designee;
- c. The successful Respondent will provide a Draft Project Plan as part of their response;
- d. The successful Respondent will maintain the Project work plan that, to complete the work described in this SOW, designates the required activities throughout the life of the Project;
- e. The successful Respondent will conduct and facilitate team meetings at all levels of management to ascertain business goals and requirements;
- f. The successful Respondent will conduct extensive research to develop a full set of requirements that will be the foundation for the project; and
- g. The successful Respondent will perform the Services in a manner that will not:
 - 1) Disrupt or have an unnecessary adverse impact on the activities or operations of DSHS, DSHS Customers, or a DSHS Contractor(s);
 - 2) degrade the Services then being received by DSHS or DSHS Customers; or
 - 3) disrupt or interfere with the ability of DSHS or DSHS Customers to obtain the full benefit of the Services.

2.1.5.3 Deliverables Submission and Review

The successful Respondent will provide specified Deliverables in accordance with this Solicitation. All Deliverables will become incorporated into the Contract resulting from this Solicitation as obligations of the successful Respondent.

- a. The successful Respondent will submit work product to DSHS Project Manager or designate, who will evaluate the overall quality and completeness of the work product;
- b. A 4-week subsequent review by technical and program staff will determine if the work product meets quality standards related to technical accuracy and business criteria;
- c. After the DSHS review, the successful Respondent will be notified whether the requirements have been met or what more is required by the vender to meet acceptable compliance;
- d. The successful Respondent will be given four weeks to revise the work product to include properly vetted recommendations; and
- e. If disagreements exist regarding scope of quality of work product, DSHS Project Manager or designee will meet with the successful Respondent and appropriate stakeholders to review the issues and

determine a course of action.

2.1.5.4 Relevant Quality Processes

The successful Respondent is responsible for management of quality processes and software industry best practices that ensure the successful completion of technology assessment and planning deliverables associated with this SOW:

- a. Any recommended changes will be provided in writing to the successful Respondent for modification;
- b. DSHS can query the successful Respondent at any time to make sure that the processes that are geared for quality and repeatability, and do not expose the Deliverables to any unacceptable risk level;
- c. The successful Respondent will submit Deliverables to DSHS - who, with collaboration of the assigned HHS System team members, will test and evaluate the overall quality, technical accuracy, business criteria, and/or completeness of the Deliverable – as applicable; and
- d. If disagreement exists regarding scope and quality of Deliverables, the HHS System Funding Sponsors will meet with the successful Respondent and relevant HHS System Stakeholders to review the issues and determine a course of action.

2.1.6 Project Management Requirements

The successful Respondent will provide the following services, but not limited to:

- a. Conduct a Kick-Off Meeting introduce the team and confirm objectives, timeline, and approach;
- b. Discuss the Communication Plan to ensure concise and orderly communication between the involved parties;
- c. Perform overall project management and resource planning to meet agreed-upon timeframes and expectations, using a detailed project plan;
- d. Agree upon Change Management Procedures (see below) to minimize impact of the changes;
- e. Deliver written progress reports (see **Section 2.1.10.2**);
- f. Conduct Status Meetings to review service delivery and discuss the previous period's activity and any upcoming Customer business changes that may impact the project (see **Section 2.1.10.3**); and
- g. Conduct a project wrap-up meeting to review results, lessons learned, and future opportunities for recommendation.

2.1.7 Change Management Procedures

DSHS or the successful Respondent may, at any time, recognize the need to make changes in the scope of the project requirements. HHS System Change Management Procedures will be used when there are changes to the Contract resulting from this Solicitation:

- a. In the event there is a reason to change the Contract resulting from this Solicitation, DSHS will initiate the Change Request;

- b. All proposed changes must be coordinated within DSHS and must be deployed in conjunction with ongoing application development and maintenance activities, with the goal of reducing impact to HHS System and Resources;
- c. The Change Request must provide information regarding the change comparable to the detail originally included in the Contract resulting from this Solicitation;
- d. No Change Request shall be implemented unless set forth in writing, approved by the proper levels of authority, and signed by an authorized representative of each party before they are implemented;
- e. While such changes are under review, the successful Respondent shall continue to perform under the Contract resulting from this Solicitation so long as such continued performance does not cause the successful Respondent to incur a material cost or other undue hardship in relation to the Change Request;
- f. If any such change causes an increase or decrease in the cost or the time required for the performance of any part of the work under the Contract resulting from this Solicitation, a mutually satisfactory adjustment may be made in the price, delivery schedule, or both and the Contract resulting from this Solicitation shall be modified in writing accordingly, which will require an amendment;
- g. A decision to discontinue performance due to a Change Request shall be made only by mutual written agreement of both parties;
- h. The successful Respondent agrees to act in good faith effort with regard to price and schedule terms if required for any proposed change;
- i. The provision for Change Requests does not include any corrections of deficiencies for any activities or deliverables for which the successful Respondent is responsible under the terms of the Contract resulting from this Solicitation:
 - 1) such corrections and deliverables are the responsibility of the successful Respondent without charge to DSHS; and
 - 2) any costs associated with the analysis to determine the source of a problem requiring corrections of deficiencies is the responsibility of the successful Respondent.
- j. The mutually accepted Change Request will be documented as an amendment to the Contract resulting from this Solicitation and must be executed by both Parties; and
- k. Per HHS System Office of Chief Counsel, an amendment is required for any future Contract resulting from this Solicitation when there are changes to:
 - 1) Scope;
 - 2) Deliverables;
 - 3) Cost;
 - 4) Schedule; and/or
 - 5) Administrative corrections (usually a \$0 change).

2.1.8 DSHS Responsibilities

2.1.8.1 Personnel Resources

DSHS will be responsible for providing the following personnel resources. Descriptions of these roles are provided in the **Exhibit G1, Project Roles and Descriptions**:

- a. Primary LIMS Administrator;
- b. Backup LIMS Administrator;
- c. Business Analyst;
- d. Testing Analyst; and
- e. Subject Matter Experts.

2.1.8.2 Dedicated Work Space and Resources

In addition, DSHS will be responsible for providing a dedicated work space for LIMS that is designed to encourage the team work. Ideally, the LIMS team will have access to a projector to allow for frequent, joint reviews of work in progress. DSHS will be responsible for providing the following:

- a. Provide a Development environment for LabWare V7.1. The Development environment for the V7.1 system shall be separate from the V6.0 Development environment;
- b. Provide a copy of the V6.0 Production system;
- c. Provide a Test environment for LabWare V7.1;
- d. Provide appropriate subject matter experts and LIMS administrators to assist certified LabWare Professionals during the evaluation and configuration for the LabWare V7.1, CHT V4.0, HL7, and LIMSi LRN-B upgrades;
- e. Revise existing LIMS configuration as needed in the upgraded LabWare V7.1/ CHT V4.0 system. Examples include, but are not limited to, analyses, batches, folders, Inventory Manager, reports, and media preparation;
- f. Complete all configurations for new functionality, including but not limited to, analysis rules, reflexing rules, demographic data rules, flags for lab notification, and call Center;
- g. Develop a User Acceptance/Integration Test Plan and execute the plan in the DSHS LabWare Test environment; and
- h. Execute the delivered configuration packages to promote upgrades from the development environment to the test environment and from the Test environment to the Production environment.

2.1.9 Successful Respondent Responsibilities

The successful Respondent will be responsible for providing the following:

- a. Achieve the anticipated deliverables as specified in this document;
- b. Provide experienced certified LabWare Professionals;
- c. Provide experienced technical resources; and
- d. Work with DSHS to harmonize testing configuration.

2.1.10 Reports and Meetings

2.1.10.1 Project Start-up

A Kick-off Meeting will be held at a location and time selected by the Customer where the Awarded Contractor and staff will be introduced to the HHS System Stakeholders. The Customer will host this initial meeting at its Austin Main Campus, unless prohibited by the ongoing COVID-19 Pandemic, in which case it will be done remotely.

The Kick-off Meeting will be done as soon as possible after Contract award, to review the current list of issues, agency contacts, and establish a tracking and reporting format for of the listed issues that needs to be addressed.

2.1.10.2 Written Progress Reports

The successful Respondent will provide written progress reports highlighting work in progress, key milestones, and challenges/concerns to DSHS Project Manager or designee, at a frequency (weekly, bi-weekly, monthly) as determined by the Customer and/or their stakeholders.

2.1.10.3 Bi-Weekly Status Meetings

The successful Respondent will conduct monthly meetings with DSHS and will provide meeting minutes with next steps and decisions made after each meeting and/or conference call.

These meetings will cover progress updates, metrics, fiscal monitoring, and other project deliverables in relation to Labware activities - providing an assessment of these activities, project status, and status on pending recommendations for resolving project issues, mitigating project risks, or addressing stakeholder concerns.

2.1.10.4 Ad Hoc Meetings

Meetings may be called by the DSHS Project Manager or Designee, and/or successful Respondent, as needed to support this Solicitation. The general meeting requirements are as follows:

- a. These meetings may be scheduled to address a specific or immediate problem or need;
- b. These meetings may be scheduled at least one business day in advance, except in the case of emergencies;
- c. The successful Respondent will participate in the preparation of an agenda and the generation of meeting notes; and
- d. These meeting notes may be combined with their paired status report, as defined in the Delivery Schedule.

2.1.11 Performance Measures

The successful Respondent will represent that all work will be performed with promptness and diligence and will be executed in a professional manner, in accordance with the practices and high professional standards used in well-managed operations performing similar work.

Deliverables must be provided at an acceptable level of quality and in a manner consistent with acceptable industry standards, customs, and practices. DSHS and the successful Respondent agree to timely, professional communication in all ongoing interactions - and appropriate responsiveness to ad hoc queries.

2.1.11.1 Successful Respondent Personnel Requirements

The Respondent must provide all list of all personnel resources that will be responsible for the performance of the Services requested under this Solicitation. The list of personnel resources must include all essential personnel needed to complete the requirements of this Solicitation.

The Respondent must identify and describe each personnel proposed labor skill set and provide resumes of all Proposed Key Personnel to include:

1. Demonstrated experience germane to the position proposed,
2. Work on projects cited under the Respondent's Corporate Experiences, and the specific functions performed on such projects,
3. Three (3) references from recent projects, and
4. References may not be the Respondent's or Subcontractor's employees.

The successful Respondent will:

1. represent that it will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to execute the Contract resulting from this Solicitation; and
2. verify that all HHS System data they will have access to will be safeguarded, and their staff will individually sign and abide by the applicable HHS System Confidentiality and Non-Disclosure Agreements.

2.1.11.2 Service Level Agreements

DSHS fundamental commitment is to contract for positive results - defined as the generation of discrete, defined, measurable, and beneficial outcomes that support the DSHS System Mission & Objectives, satisfying the requirements of the resulting Contract from this Solicitation.

DSHS will monitor the performance of the Contract (*Performance Monitoring*) issued from this Solicitation, based on monthly service period reporting that must include, but are not limited to the following:

- a. Experience, professionalism, and solutions for providing the SOW Deliverables;
- b. No or minimum impact to productions systems;
- c. On-time, detailed and accurate reporting; and
- d. Discrete, well defined, realistic, meaningful, and measurable recommendations that support project success.

2.1.11.3 Unsatisfactory Performance

If successful Respondent does not achieve the standards of performance set above, DSHS may request a Corrective Action Plan or other remedial steps:

- a. DSHS reserves the right to withhold or offset payment on all or part of any missed, incomplete, or unsatisfactory deliverables for which Customer and successful Respondent have not agreed upon a remedy; and
- b. DSHS and the successful Respondent will agree to work in good faith to ensure that all performance standards are met.

2.1.11.4 Key Performance Measures (“KPMs”) and Liquidated Damages

Upon any failure by the awarded Contractor to comply with its obligations under the Contract resulting from this Solicitation, in addition to any other rights and remedies available hereunder, DSHS may require the awarded Contractor to formulate a Corrective Action Plan to resolve any process deficiencies or failure identified and minimize or eliminate the adverse impact of such situation.

The awarded Contractor shall be responsible for meeting or exceeding the Service Level Requirements (“SLRs”) stated in the SOW. DSHS will monitor the awarded Contractor’s performance of the Contract resulting from this Solicitation. All Services and Deliverables under the Contract resulting from this Solicitation shall be provided at or above a level of acceptable to DSHS.

DSHS has identified a number of key performance measures in this SOW as contained in Table 1 – KPMs and Liquidated Damages. DSHS will monitor the Key Performance Measures to ensure the Contractor is achieving the agreed outcome for the Contract resulting from this Solicitation.

DSHS’s failure to assess liquidated damages in one or more of the particular instances described in **Table 1 - KPMs and Liquidated Damages** shall not waive DSHS’s right to assess liquidated or actual damages, institute any other remedy available under the Contract resulting from this Solicitation, nor act as acceptance of Contractor’s performance. DSHS also reserves the right to pursue recovery of actual losses resulting from the failure of the Contractor to perform.

DSHS shall have the right to deduct the amount of any liquidated damages assessed by DSHS against the awarded Contractor from amounts otherwise payable to the awarded Contractor under the Contract resulting from this Solicitation. Alternatively, awarded Contractor shall reimburse DSHS for liquidated damages assessed by DSHS upon DSHS notice and request.

- a. DSHS and the successful Respondent agree to work in good faith to ensure KPM’s are met;
- b. DSHS will have a duty to take reasonable steps to mitigate damage;

- c. The successful Respondent will achieve the following KPMs, and may have liability for Liquidated Damages based on KPM failure as further described in each KPM, as applicable;
- d. Liquidated Damages will not be assessed if the State determines that successful Respondent is not responsible for the failure described in the respective KPM; refer to this document and applicable appendices;
- e. For purposes of these KPMs, all measurement periods will be monthly unless otherwise specified;
- f. Additionally, when a Liquidated Damage refers to a percentage point, or portion thereof, the “portion thereof” means that a full percentage point deviation is not required to assess the Liquidated Damage, such as:
 - 1) If the standard is 99% and the results achieved are 98.6%, the Liquidated Damage that may be assessed is based on one percentage point; or
 - 2) If the results achieved are 97.9%, the Liquidated Damage that may be assessed is based on two percentage points.
- g. Days¹ are not pro-rated.

Table 1 – KPMs and Liquidated Damages

KPM ID	Standard	Measure	Liquidated Damages
1.0 Upgrade to LabWare V7.1			
1.1	The Contractor must complete activities leading to the upgrade completion by the contracted due date.	Activities outlined in the DSHS approved project implementation plan have been successfully completed according to the Contract and approved by DSHS.	\$200/day <u>per activity</u> .
1.2	The Contractor must complete submittal of deliverables by the contracted due date.	Each day beyond the contracted due date the deliverable is either incomplete and/or does not meet the acceptance criteria in Article II.	\$200/day <u>for each late deliverable and/or for each deliverable not meeting acceptance criteria</u> . Not to exceed a cumulative \$4,000 in a given month.
1.3	The Contractor must complete the upgrade to LabWare V7.1 by the due date specified in the Solicitation and resulting Contract, unless otherwise specified.	All upgrade activities outlined in the DSHS approved project implementation plan have been successfully completed according to the Contract and approved by DSHS, and the upgrade is fully operational.	DSHS will assess \$1,500 per day beyond 1 year from contract execution for each day the upgrade is not completed and fully operational.
2.0 Upgrade to Labware Clinical Health Template (“CHT”) V4.0			
2.1	The Contractor completed upgrade to CHT V4.0,	The contractor successfully completed, by the due date, the	DSHS will assess \$1,500 per day beyond 1 year

¹ Day: A calendar day, unless otherwise specified in the text. A calendar day includes Saturday, Sunday, and a national or state holiday listed in Texas Government Code §662.003(a) or (b).

		upgrade to CHT V4.0, preserving all the current functionality.	from contract execution for each day the upgrade is not completed and fully operational.
3.0 Upgrade to Laboratory Information Management System Integration with Laboratory Response Network - Biological (“LIMSi LRN-B”) with CDC Specifications 3.0 for HL7 messaging			
3.1	Submittal and approval of detailed requirements gathering plan		\$200/day beyond the due date
3.2	The Contractor completed the upgrade to LIMSi LRN-B CDC Specifications 3.0	The contractor successfully completed, by the due date, the upgrade to CHT V4.0, including testing and resolution of issues identified during testing, and/or arising from BT analysis enhancements, HL7 message template update, and running CDC validation scripts.	DSHS will assess \$1,000 per day beyond the contracted due date, each day the upgrade is not complete and fully operational.
4.0 Fulfill Training Requirements			
4.1	Labware V7.1 and CHT V4.0 new features training	Completion of training requirements by the due date	\$100 per day beyond the due date
4.2	Training on critical processes and novel configuration	Completion of training requirements by the due date	\$100 per day beyond the due date
4.3	Training of system, CHT changes and processes;	Completion of training requirements by the due date	\$100 per day beyond the due date
4.4	Demonstration of visual workflow	Completion of training requirements by the due date	\$100 per day beyond the due date
5.0 Fulfill Documentation Requirements			
5.1	The Contractor submitted the documentation identified in 2.1.4.7, including: <ul style="list-style-type: none"> • CHT V4.0 Guide • Upgrade scripts for all environments • Record of all actions taken external to LIMS application. 	Successful completion and submission of the documentation by the contracted due dates.	\$200/day beyond the due date per document

2.1.12 Sow Initialism and Acronym Glossary Table

Acronym	Definition
CDC	Centers for Disease Control and Prevention
CHT	Clinical Health Template
DSHS	Department of State Health Services

Acronym	Definition
the Customer	Collectively in this SOW, this can mean DSHS and/or HHSC.
HHSC	Health and Human Services Commission
HHS or HHS System	Texas Health and Human Services System
HL7	Health Level Seven
IPT	Integrated Project Team
IT	Information Technology
KPMs	Key Performance Measures
LDs	Liquidated Damages
LIMS	Laboratory Information Management System
LIMSi	Laboratory Information Management System Integration
LIONC	Logical Observation Identifiers Names and Codes
LRN-B	Laboratory Response Network - Biological
LSS	Laboratory Services Section
LW	LabWare
NBS	Newborn Screening
NLS	National Language Support
PCR	Project Change Request
PDF	Portable Document Format
PMI	Project Management Institute
QC	Quality Control
RTF	Rich Text Format
SLL	SmallTalk Static Link Library file(s)
SLRs	Service Level Requirements
SNOMED CT	Systematized Nomenclature of Medicine – Clinical Terms
SOW	Statement of Work
STD	Standards
THSteps	Texas Health Steps Medicaid Program
TX DOH	Texas State Department of Health

2.2 CONTRACT AWARD, TERM, AND AMOUNT

2.2.1 Contract Award and Execution

HHSC and DSHS intends to award one vendor Contract as a result of this Solicitation. Any award is contingent upon approval of the Executive Commissioner, DSHS Commissioner, or their authorized designee.

If, for any reason, a final Contract cannot be executed with a Respondent selected for award within fourteen business days of DSHS’s determination to seek to Contract with that Respondent, HHSC and 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

HHSC and DSHS anticipates that the initial duration of the Contract resulting from this Solicitation shall be for a period beginning on **July 13, 2021**. Subject to the availability of funds, HHSC or DSHS, at its sole discretion, may extend any Contract awarded pursuant to this Solicitation for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years.

The successful Respondent shall notify HHSC in writing regarding any third-party software fees, maintenance fees, or additional hardware requirements required for the LabWare software upgrade to Version 7.1 sixty (60) calendar days prior to performing software upgrade.

Following the base term and any allowable extensions, HHSC or DSHS may extend any resulting Contract from this Solicitation for the purpose of completing a new procurement, and/or to transition to a new vendor if necessary to avoid interruption in DSHS services.

2.2.3 Contract Amount

Historically, compensation under contracts for similar goods or services has not exceeded \$1,000,000.00.

2.2.4 Payment Structure

The Contractor will be paid by application of the fully-loaded hourly rates and the not to exceed amounts as set forth in **Exhibit I, Cost Workbook**.

The value of any work covered by a Change Request for an adjustment in Contract Amount will be determined by one or more of the following methods:

- i. By a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.
- ii. By application of the fully-loaded hourly rates contained in the Contract.
- iii. No cost will be included in the Change Request for time spent preparing the estimates, nor will costs be included for an estimate of time to negotiate the Contract amendment.

2.3 DATA USE AGREEMENT

By entering into a Contract, or purchase order with HHSC and DSHS as a result of this Solicitation, Respondent agrees to be bound by the terms of the Data Use Agreement attached as **Exhibit D, HHS Data Use Agreement (DUA)** and **Exhibit D1, Security and Privacy Inquiry (SPI)**, provided as a separate exhibit).

2.4 NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION

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

HHSC and 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.

2.5 ACCESSIBILITY

All technology bought, built, maintained or used, including software, hardware, electronic content, and support documentation and services, must conform to the standards established in the Revised Section 508 Amendment to the Rehabilitation Act of 1973. These standards contain scoping and technical requirements to help state agencies ensure information and communication technology is accessible and usable by individuals with disabilities. The process to determine accessibility requirements and, if applicable, any exceptions to the standards can be found at the HHS Accessibility Center: <https://accessibility.hhs.texas.gov/index.htm>. See also at the bottom of the HHS Homepage, under the **Website** “[Accessibility](https://hhs.texas.gov/policies-practices-privacy)” link: <https://hhs.texas.gov/policies-practices-privacy>.

ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	03/18/2021
HSP Training and Vendor Conference	03/22/2021 AT 10:30 A.M. CENTRAL TIME
Deadline for Submitting for HSP Courtesy Review	03/23/2021 AT 10:30 A.M. CENTRAL TIME
Deadline for Submitting Questions	03/25/2021 AT 10:30 A.M. CENTRAL TIME
Tentative Date Responses to Questions Posted on ESBD	03/31/2021 AT 10:30 A.M. CENTRAL TIME
Deadline for HUB to return HSP Review to Respondent	04/05/2021
Deadline for Submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.]	04/07/2021 AT 10:30 A.M. CENTRAL TIME
Anticipated Contract Start Date	07/13/2021

Note: These dates are a tentative schedule of events. HHSC and/or the System Agency reserves the right to modify these dates at any time upon notice posted to the [ESBD](#).

Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the [ESBD](#).

3.2 CHANGES, AMENDMENT, OR MODIFICATION TO SOLICITATION

HHSC and the System Agency reserves the right to change, amend, or modify any provision of this Solicitation, or to withdraw this Solicitation at any time prior to award if it is in the best interest of the System Agency. Any such revisions will be posted on the ESBD. It is the responsibility of Respondent to periodically check the ESBD to ensure full compliance with the requirements of this Solicitation.

3.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Sole Point of Contact listed in **Section 3.5.1, Sole Point of Contact** below, as soon as possible so corrective Addenda may be furnished to prospective Respondents.

3.4 INFORMALITIES

HHSC and the System Agency reserves the right to waive minor informalities in a Solicitation Response if it is in the best interest of the System Agency. A “minor informality” is an omission or error that, in HHSC’s or the System Agency’s determination if waived or modified when evaluating Solicitation Responses, would not give a Respondent an unfair advantage over other Respondents or result in a material change in the Solicitation Response or Solicitation requirements.

3.5 INQUIRIES

3.5.1 Sole Point of Contact

All requests, questions, or other communication about this Solicitation shall be made in writing to the HHSC’s Purchasing Department, addressed to the person listed below (Sole Point of Contact). All communications between Respondents and other HHSC or System Agency staff members concerning the Solicitation are strictly prohibited. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.** The Sole Point-of-Contract for this Solicitation is as follows:

Name: Caleb Braziel CTCD, CTCM
Title: Contract Specialist IV
Email: caleb.braziel@hhs.texas.gov

See also, **Section 3.5.3, Exception to Sole Point of Contact** below.

3.5.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in **Sections 3.5.4, Questions** and **3.5.5, Clarification** below, the System Agency, its representative(s), or partners will not answer any questions or otherwise discuss the

contents of this Solicitation with any potential Respondent or their 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 the System Agency's designated staff as provided by this section. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

3.5.3 Exception to Sole Point of Contact

The only exceptions to the Sole Point of Contact are the HUB coordinator, or, if expressly directed by the Sole Point -of -Contact, another designated HHSC or System Agency representative, e.g., during Contract negotiations, if any. Should Respondents have questions regarding proper completion of the HUB Subcontracting Plan, the HUB coordinator may be contacted at marcus.gomez@hhs.texas.gov

3.5.4 Questions

HHSC and the System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by email to the Sole Point of Contact listed in **Section 3.5.1, Sole Point of Contact** above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a. Identifying Solicitation number;
- b. Section number;
- c. Paragraph number;
- d. Page number;
- e. Text of passage being questioned; and
- f. Question.

Note: Questions or other written requests for clarification must be received by the Sole Point of Contact by the deadline set forth in Section 3.1, Schedule of Events. Please provide company name, address, phone number, fax number, e-mail address, and name of contact person when submitting questions.

3.5.5 Clarification

Respondents must notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the Solicitation in the manner and by the deadline for submitting questions. If a Respondent fails to properly and timely notify the Sole Point of Contact of such issues, the Respondent submits its Solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the Solicitation and any resulting Contract, (2) shall not contest the interpretation by HHSC or the System Agency of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

3.5.6 Responses

Responses to questions or other written requests for clarification will be posted on the [ESBD](#). HHSC and the System Agency reserves the right to amend answers prior to the deadline for submission of Solicitation Responses. Amended answers will be posted on the [ESBD](#). It is Respondent's responsibility to check the [ESBD](#). HHSC and the System Agency also reserves the right to provide a single consolidated response to all similar questions they choose to answer in any manner at HHSC and the System Agency's sole discretion.

3.5.7 HSP Training

The System Agency will conduct an optional HSP Training and Vendor conference on March 22, 2021 at 10:30 AM Central Standard Time via the provided link by clicking on the hyperlinked word [Webinar](#) with Webinar ID 790-545-067. The HSP training is optional yet failure to attend may result in disqualification due to improper HSP submission.

3.6 SOLICITATION RESPONSE COMPOSITION

3.6.1 General Guidelines

Solicitation Responses must be submitted following one (1) of the two (2) options provided below.

1. Submission Option #1: Respondent shall submit the following on two USB drives—one (1) labeled “Original” and one (1) labeled “Copy”—to the address listed in **Section 3.7.3, Delivery:**

1. Each USB must contain one file named “Original Proposal” that contains the Respondent's entire proposal in searchable portable document format (PDF).
2. In accordance with **Section 8.1.5, Public Information Act – Intellectual Property**, each USB must contain one file named “Public Information Copy” that contains the Respondent's entire proposal in searchable PDF, if applicable.
3. 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 2000).
4. In accordance with **Section 6.9, HUB Subcontracting Plan**, each USB must contain one file named “HUB Subcontracting Plan” that contains the Respondent's HUB Subcontracting Plan. Reference **Exhibit M, HUB Subcontracting Plan (HSP) Quick Checklist** and **Exhibit L, HUB Language and Sample CMBL Vendor Detail**.

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

1. One file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF).
2. In accordance with **Section 8.1.5, Public Information Act – Intellectual Property**, one file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.
3. One file named “Cost Proposal” that contains the Respondent’s Cost Proposal in Excel format with active formulas (compatible with Microsoft Office 2000).
4. In accordance with **Section 6.9, HUB Subcontracting Plan**, one file named “HUB Subcontracting Plan” that contains the Respondent’s HUB Subcontracting Plan. Reference **Exhibit M, HUB Subcontracting Plan (HSP) Quick Checklist** and **Exhibit L, HUB Language and Sample CMBL Vendor Detail**.

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

HHSC or the System Agency, in its sole discretion, may reject any and all proposals or portions thereof.

3.6.2 Page Limit and Supporting Documentation

The Narrative/ Technical Proposal should not exceed 20 pages in length, not including appendices or attachments, and should be formatted as follows: 8 ½” x 11” paper, 12 pitch font size, and single-sided. HHS System is currently utilizing Microsoft Office 2013, and are actively deploying Microsoft Office 2016 upgrades throughout the HHS System environment. 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 tab, page, section, and/or paragraph where the supporting information can be found. Electronic copies must be organized with a file format that corresponds with the checklist provided in this Solicitation.

3.6.3 Discrepancies

Discrepancies or disparities between the contents of original Solicitation Responses and copies will be interpreted in favor of HHSC and the System Agency. If Respondent fails to designate an “ORIGINAL,” HHSC or the System Agency may reject the Solicitation Response or select a copy to be used as the original.

3.6.4 Exceptions

HHSC will more favorably evaluate responses that offer no or few exceptions, reservations, or limitations to the terms and conditions of the Solicitation.

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 pursuant to **Section 3.5.4, 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 **Exhibit E, Exceptions Form**, to this Solicitation and provide all information requested on the form (Solicitation Section Number, Solicitation Section Title, Language to which Exception is Taken, Proposed Language, and Statement as to whether or not, by indicating only “yes” or “no,” Respondent still wants to be considered for a Contract award if the exception is denied). Any exception that does not provide all required information without qualification in the format set forth in **Exhibit E, Exceptions Form**, 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 and the System Agency.

A Solicitation Response should be responsive to the Solicitation as worded, not with 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 to this Solicitation that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer may be disqualified.**

3.6.5 Assumptions

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

All Respondents are encouraged to submitted issues or questions that might be advanced or addressed by way of assumption pursuant to **Section 3.5.4, Questions**.

3.7 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.7.1 Deadline

Solicitation Responses must be received at the address in **Section 3.7.3, Delivery** or in the Online Bid Room no later than the date and time specified in **Section 3.1, Schedule of Events**.

3.7.2 Labeling

Solicitation Responses shall be placed in a sealed box and clearly labeled as follows:

SOLICITATION NO:
 SOLICITATION NAME:
 SOLICITATION RESPONSE DEADLINE:
 PURCHASER NAME:
 RESPONDENT’S NAME:

RFO No. HHS0008205
DSHS LSS LabWare Software Upgrade
April 7, 2021, by 10:30 AM CT
Caleb Braziel, CTCD, CTCM

HHSC and the System Agency will not be held responsible for any Solicitation Response that is mishandled prior to receipt by HHSC and the System Agency. It is Respondent’s responsibility to mark appropriately and deliver the Solicitation Response to HHSC and the System Agency by the specified date and time. HHSC and the System Agency will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent’s proposal.

3.7.3 Delivery

Respondent must deliver Solicitation Responses by one of the methods detailed in **Section 3.6.2, Page Limit and Supporting Documentation**. Solicitation Responses submitted by any other method (e.g., facsimile, telephone, email) will NOT be considered.

U.S. Postal Service	Overnight/Express Mail or Hand Delivery	Online Bid Room
HHSC Procurement and Contracting Services (PCS) Bid Room Attn: Caleb Braziel P.O. Box 149166 Austin, TX 78714-9166	HHSC Procurement and Contracting Services (PCS) Bid Room Attn: Caleb Braziel 1100 West 49 th Street; Mail Code 2020 Building S Austin, TX 78756	See Section 3.6.2, Page Limit and Supporting Documentation and <u>Exhibit J, Online Bid Room Info</u> Submit Response Online to, if applicable: https://hhs.texas.gov/doing-business-hhs/contracting-hhs/hhs-online-bid-room <i>(You must be registered to submit online.)</i>

NOTE: All Solicitation Responses become the property of HHSC and the System Agency after submission and will not be returned to Respondent. It is the Respondent’s responsibility to appropriately mark and deliver the Solicitation Response to HHSC by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice of receipt from a commercial carrier; or, any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

3.7.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation Response submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Sole Point of Contact identified in **Section 3.5.1, Sole Point of Contact**; or (2) modify its Solicitation Response by submitting a written amendment to the Sole Point of Contact identified in **Section 3.5.1**. HHSC or the System Agency may request Solicitation Response modifications at any time.

ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 EVALUATION CRITERIA

4.1.1 Conformance with State Law

HHSC on behalf of DSHS is soliciting the services listed herein under pursuant to *Texas Government Code* § 21557.068(e-1), 1 TAC pt. 10, ch. 212, subch. C, §212.20 and Tex. Gov't Code § 2157.003 or other applicable law. HHSC and the System Agency shall not be obligated to accept the lowest priced Solicitation Response but shall make an award to the Respondent that provides the best value to the state of Texas.

4.1.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential Contract may be rejected, in the sole discretion of HHSC or the System Agency. The minimum qualifications are as follows:

1. Respondents must have recently been in business for a minimum of five years, or the principals/owners must have had recent ownership/executive management experience in a previous company that provided LabWare V7.0 services;
2. Respondents shall have demonstrated experience performing 1 LabWare V7.0 upgrade;
3. Respondents must be financially solvent and adequately capitalized;
4. Respondent must be authorized to do business in the State of Texas; and

4.1.3 Specific Criteria

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

- a. **Proposed Approach for Providing Deliverables (35%)** - This information should be provided in **Attachment C, Technical Proposal** as described in **Section 5.2, Technical Proposal**.
- b. **Experience and Qualifications (20%)** - This information should be provided in **Attachment A, Narrative Proposal** as described in **Section 5.1, Narrative Proposal**.
- c. **Capabilities and Past Performance (10%)** - This information should be provided in **Attachment A, Narrative Proposal** as described in **Section 5.1, Narrative Proposal**.
- d. **Cost (35%)** - This information should be provided in **Exhibit I, Cost Workbook** as described in **Section 5.1, Narrative Proposal**.

4.1.4 Other Information

HHSC or the System Agency may contact references provided in response to this Solicitation, contact Respondent's clients, or solicit information from any available source, including the Comptroller's VPTS.

4.2 INITIAL COMPLIANCE SCREENING

The System Agency will perform an initial screening of all Solicitation Responses received. Unsigned Solicitation Responses, and Solicitation Responses that do not meet **Section 4.1.2, Minimum Qualifications** above and/or do not include all required forms and information may be subject to rejection without further evaluation.

4.3 BEST AND FINAL OFFER

HHSC or DSHS may, at its sole discretion, request BAFOs from all Respondents or only those Respondents whose solicitation responses are ranked most highly by the evaluation committee. The request for a BAFO will allow a Respondent the opportunity to revise its original solicitation response, including pricing revisions, if applicable, or leave its solicitation response as originally submitted. Revisions must be submitted in the manner and form prescribed by the BAFO request. 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 or timely submit its response.

HHSC or DSHS reserves the right to request more than one BAFO from each of the selected Respondents. BAFOs will be evaluated in accordance with the stated evaluation criteria and, if applicable, the final score will be revised. The revised final score, based on Respondent's original solicitation response as revised by the BAFO, will determine the ranking of the Respondent(s) following the BAFO request. A request for a BAFO does not guarantee an award or further negotiations.

HHSC or DSHS reserves the right to conduct more than one BAFO. 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.

4.5 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY

HHSC and the System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the Solicitation process, including during oral presentations, site visits, or during the BAFO process.

ARTICLE V. NARRATIVE/TECHNICAL PROPOSAL

5.1 NARRATIVE PROPOSAL

Respondent must provide a detailed narrative proposal, which must support all business activities and requirements described in this Solicitation. The Narrative Proposal must be attached to the solicitation response as **Attachment A, Narrative Proposal** and must include the following:

5.1.1 Executive Summary

Respondent shall provide a high-level overview of the Respondent's approach to meeting the requirements contained in **Article II, Scope of Work and Specifications**. The summary must demonstrate an understanding of the System Agency's goals and objectives for this Solicitation.

5.1.2 Corporate Background and Experience

Respondent shall provide details of the Respondent's corporate background and experience. If the Respondent proposes to use subcontractor(s), it must describe any existing or ongoing relationships with the subcontractor(s), including project descriptions. The section should include the following information:

1. **Corporate Background and Experience**: Describe the Respondent's corporate background as it relates to projects similar in scope and complexity to the project described in this RFO.
2. **Subcontractors**: If the Solicitation Response includes the use of Subcontractors, include a similar description of each Subcontractor's corporate background and experience.
3. **Financial Reporting**: Respondents are required to submit evidence of financial capacity and solvency, a financial annual report, and a Dun and Bradstreet Report with their Solicitation Responses as described in **Section 6.2, Financial Reports** below.

5.1.2 Project Work Plan

Respondent shall describe proposed processes and methodologies for providing all components of the Scope of Work described in **Article II, Scope of Work and Specifications**. The Respondent should identify the service delivery processes provided to other states using LabWare V7.0. The Respondent should provide a plan for how support and guidance will be delivered to the System Agency for the day to day operations and system upgrades.

5.1.3 Key Staffing Profile

Respondent must provide a key staffing profile and resumes for staff that will be responsible for the performance of the Services requested under this Solicitation.

- a. Provide all proposed staff resumes/CV's.
- b. Provide a description of each key staff's qualifications, professional certifications, experience and past performances.
- c. Include a description of their experience with the subject matter of the Statement of Work in this Solicitation.
- d. Their experience should reflect relevant past state government experience in upgrading, implementing, developing, training and documentation experience of LabWare V7.0 with other public health labs.

5.1.4 Value-Added Benefits

Respondent may include a description of any services or deliverables that are not required by this Solicitation that the Respondent proposes to provide at no additional cost to the System Agency. Respondents are not required to propose value-added benefits, but inclusion of such benefits may result in a more favorable evaluation. Any such Value-added benefits included shall be attached as **Attachment B, Value-Added Benefits.**

5.2 TECHNICAL PROPOSAL

Respondent must provide a detailed description of the proposed technical solution, which must support all business activities and requirements described in this RFO. The Technical Proposal must reflect a clear understanding of the nature of the work undertaken and must include a detailed description of the proposed system(s).

The Narrative Proposal must be attached to the solicitation response as **Attachment C, Technical Proposal** and must include a description of the following system components, at a minimum:

5.2.1 Technology Architecture

Provide a detailed description of the proposed technology architecture and include one or more diagrams that detail the relationships between key technical components.

5.2.2 Software and Hardware Components

Provide details on the software and hardware components the Respondent proposes to use in its system. This includes, but is not limited to, the proposed server topology, specifications for the hardware components, and data storage components. The Respondent should also include details on the tools and utilities used to design, build, test, deploy, report, monitor, and operate the system and its components.

5.2.3 System Integration

Describe the Respondent's approach to integrating the proposed system with other information systems.

5.2.4 System Administration, Support, and Maintenance

Detail the Respondent's approach to administering the system and system components. Detail the proposed approach to system support, including the levels of support offered and the process for requesting support. In addition, provide a summary of the Respondent's proposed strategy for maintaining and repairing the system.

5.2.5 System Security and Disaster Recovery

Detail on the Respondent's approach to security architecture, including the development and implementation measures that will provide security and protection for the system. Describe the proposed backup and recovery processing approach, and proposed virus protection strategy. Describe the Respondent's general approach to reestablishing operations in the event of a catastrophe, as well as its approach to providing HHSC with a disaster recovery plan. Provide specifications on any hardware and software components utilized by the proposed security and disaster recovery solutions.

Reference "*Contracting with HHS*" at <https://hhs.texas.gov/doing-business-hhs/contracting-hhs> for published HHS Information Security standards and guidelines, such as:

- a) [Information Security Assessment Supplemental Guidance for External Entities \(PDF\)](#);
- b) [Information Security Controls \(PDF\)](#);
- c) [Privacy and Security Guide \(PDF\)](#);
- d) [HB3834 Information Security/Cybersecurity Training Requirement for Contractors FAQ \(PDF\)](#);
- e) [Contractor Written Acknowledgement of Completion of Cybersecurity Training Program \(PDF\)](#); and
- f) [HHS Information Security/Cybersecurity Training \(PDF\)](#).

5.2.6 Performance Monitoring and Management

Describe the Respondent's proposed methodology for monitoring and reporting system performance, as well as the Respondent's proposed approach to technology management. This includes the methods for centrally managing system resources such as servers, backup, archiving, and recovery equipment, databases and applications. Address methods for auditing, tracing, and scanning the system. Provide details on the use of specialized tools the Respondent will use to automate and track monitoring and management activities.

ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 COMPANY INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified Goods or Services on time. As a part of the Solicitation Response requested in **Article III**, Respondent must provide the following information, **Form A, Company Information**, has been included for this purpose:

6.1.1 Company Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the Services enumerated in **Article II, Scope of Work and Specifications**, focusing on its company's key strengths and competitive advantages.

6.1.2 Company Profile

Provide a company profile to include:

1. The company ownership structure (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 and the percentage of the parent's ownership. The entity performing the majority of the Work under a Contract, throughout the duration of the Contract, must be the primary bidder. Finally, please provide your 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;
2. 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;
3. The location of company headquarters and any field office(s) that may provide Services for any resulting Contract under this Solicitation;
4. The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned;
5. The name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation; and
6. Indicate whether the company has ever been engaged under a Contract by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

Note: If Respondent is an out-of-state company, a Certificate of Authority from the Texas Secretary of State to do business in Texas must be provided as well.

6.2 FINANCIAL REPORTS

All Respondents must supply evidence of financial capacity sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this RFP. Respondents shall attach to solicitation response as **Attachment D, Financial Report**.

6.2.1. Financial Statements and Financial Solvency

- A. Respondent must submit electronically in a word searchable .PDF format an annual report, which must include:
1. Last three (3) years of Audited Financial Statements, (one of which is the current year) 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 (one of which is the current year).
 3. full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform the Contract resulting from this Solicitation.

At a minimum, such 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. Financial materials must be submitted electronically in a word searchable .PDF format.
- 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. See **Section 6.2.2, 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. Substantial Ownership or Wholly Owned by another Corporate Entity. 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 6.2, Financial Statements and Financial Solvency** 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 performance.

6.2.2 Alternate Report

If Respondent is unable to provide the annual report specified above, Respondent may, at the discretion of the System Agency, provide the following alternate report:

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

At a minimum, such 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.

6.3 REFERENCES

Respondent 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 years. Respondent must verify current Contracts. See **Exhibit N, Past Performance Template**. Respondent must verify current Contracts.

6.4 LITIGATION AND CONTRACT HISTORY

Using **Form B, Entity Information, Conflicts and Contract and Litigation History**, the Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures. In addition, Respondent must disclose any civil or criminal litigation or investigation over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable including any allegations of such that are currently pending.

Respondent must also disclose any settlement agreements entered into in the last five (5) years related to alleged contractual failures.

Failure to comply with the terms of this section may disqualify Respondent. Solicitation Response may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

6.5 CONFLICTS

Using **Form B, Entity Information, Conflicts and Contract and Litigation History**, the Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the Solicitation and any resulting Contract. Additionally, if applicable, the Respondent must disclose all potential conflicts of interest. The Respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained. The System Agency will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the Contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a Contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Respondent awarded a Contract with a value of \$1 million dollars 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 the System Agency at the time the business entity 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 successful Respondents.

6.6 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return the following affirmations and certifications:

- a. **Exhibit A, HHS Solicitation Affirmations;**

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 the “Financial Capacity” section 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 the 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 performance.

6.9 HUB SUBCONTRACTING PLAN

Submit the HUB Subcontracting Plan (HSP) in accordance with **Section 3.6, Solicitation Response Composition** labeled: “HUB Subcontracting Plan (HSP),” and include all supporting documentation in accordance with **Exhibit L, HUB Language and Sample CMBL Vendor Detail** and **Exhibit M, HUB Subcontracting Plan (HSP)Quick Checklist**.

To request a courtesy review, submit the completed HSP including all supporting documentation in a PDF format by e-mail to the HHSC HUB Coordinator by or before the courtesy review of HSP deadline in **Section 3.1, Schedule of Events**.

E-mail for courtesy review: Marcus.Gomez@hhs.texas.gov

E-mail Subject Line: HSP Courtesy Review, RFO No. HHS0008205, and Due Date

HSPs received after the courtesy review deadline in the Schedule of Events, will not be processed. A response regarding the HSP will be provided by the HUB Office at least eight business days prior to the Solicitation Response deadline in the Schedule of Events, 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. Solicitation Responses that DO NOT include a completed HSP shall be rejected due to material failure to comply with Texas Government Code § 2161.252(b). Should Respondents have questions regarding proper completion of the HSP, the HUB coordinator may be contacted at Marcus.Gomez@hhs.texas.gov with a copy to the purchaser listed above in **Section 3.5.1, Point-of-Contact**.

ARTICLE VII. COST PROPOSAL

7.1 COST PROPOSAL

As noted above in **Section 3.6.1, General Guidelines**, cost information must not be included with the Respondent's Proposal and Respondent Information.

The Respondent must not disclose its Cost Proposal or other pricing information in the body of the business and technical proposals. Including cost or price information in the business and technical proposals may be cause for disqualification of the Solicitation Response.

All Respondents must submit a comprehensive and complete Cost Proposal that meets the requirements specified within this Solicitation. A complete Cost Proposal must include pricing, to the extent applicable,

- a. Upgrade to LabWare V7.1;
- b. Upgrade to Labware Clinical Health Template (“**CHT**”) V4.0;
- c. Upgrade to Laboratory Information Management System Integration with Laboratory Response Network - Biological (“**LIMS_i LRN-B**”) with CDC Specifications 3.0 for HL7 messaging;
- d. Fulfill training requirements; and
- e. Fulfill documentation Requirements

The Respondent must provide the following information as described below. The complete Cost Proposal must contain the following sections:

1. Section 1 - Cover Letter
2. Section 2 - Cost Proposal Assumptions, as noted by respondent in **Exhibit F, Cost Assumptions Form**
3. Section 3 - **Exhibit I, Cost Workbook**

The Cost Proposal must align with the requirements in **Article II, Scope of Work and Specifications**, and this **Article VII, Cost Proposal**.

7.2 COST PROPOSAL INSTRUCTIONS

The Respondent must include all fees in the Cost Proposal. Total fees are required by the System Agency for evaluation and budget purposes, while additional details of rates and costs are required for the System Agency's understanding of the proposed price. Pricing must be based on the requirements of the Solicitation and not the Respondent's assumptions or exceptions to the Solicitation. Assumptions that conflict with mandatory requirements of this Solicitation may be cause for Solicitation Response disqualification.

Respondents must base their Cost Proposal on the requirements stated in this Solicitation. Respondents must submit a single Cost Proposal.

7.2.1 Section 1 – Cover Letter

A Cover Letter referencing the Cost Proposal shall be included in the electronic submission from Respondent. This letter must be signed by an individual authorized to legally bind the Respondent for the Cost Proposal submitted. This individual must complete, sign, and date the Cost Proposal submission. Respondent agrees that the pricing included in the Cost Proposal portion of the Solicitation Response is binding on the Respondent for a period of two hundred forty (240) business days after the due date for submission of Solicitation Responses.

7.2.2 Section 2 – Cost Proposal Assumptions

Pricing must conform to Solicitation requirements, including exhibits, appendices, and System Agency-provided Contract terms and conditions. The Respondent is required to state all pricing assumptions upon which pricing is determined using **Exhibit F, Cost Assumptions Form**. Pricing must not be based upon the Respondent's exceptions to the terms and conditions.

Assumptions made by the Respondent responding to this Solicitation do not obligate the System Agency in any way. Additionally, Respondents must not make assumptions that result in a conditional offer. If the System Agency determines that an offer is conditional, the Solicitation Response may, in the System Agency's sole discretion, be rejected.

The Respondent shall provide consistent with the following:

1. Apply the pricing in accordance with the requirements in this Solicitation.
2. Clearly identify and explain all the pricing assumptions made, upon which pricing is predicated including the pricing impact if the assumption turns out not to be valid.
3. State if any price is subject to special conditions beyond the control of the Respondent, and clearly specify those conditions and quantify their impact upon the charges.

7.2.3 Section 3 – Cost Workbook

To document the LabWare Software Upgrade price, the System Agency requires Respondents to complete **Exhibit I, Cost Workbook**. The Cost Proposal provided is for the goods and/or services as specified in this Solicitation and shall include all labor, materials, tools, supplies, software, equipment, and personnel, including but not limited to, travel expenses, associated costs and incidental costs necessary to provide the products and services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation.

The cost proposal provided is for the services as specified in this Solicitation and shall include all labor, materials, tools, supplies, equipment, and personnel, including, but not limited to, travel expenses, associated costs, and incidental costs necessary to provide the products and services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation.

Respondent's Cost Proposal shall conform to the structure and content provided in **Exhibit I, Cost Workbook**.

7.2.3.1 Incidental Expenses

Pricing for services provided under this Solicitation are exclusive of any travel expenses that may be incurred in the performance of those services. **TRAVEL TIME MAY NOT BE INCLUDED AS PART OF THE AMOUNTS PAYABLE BY CUSTOMER FOR ANY SERVICES RENDERED UNDER THIS SOLICITATION.**

- a. The Customer may reimburse the successful Respondent for reasonable, documented travel, lodging and meal expenses of Respondent's personnel engaged in performing Services for this the Contract resulting from this Solicitation only if such expenses are incurred in response to a special request by the Customer:
- b. These anticipated travel expenses must be pre-approved in writing by the Customer prior to the event;
- c. When reimbursement of travel expenses is authorized by the Customer, all such expenses will be reimbursed in accordance with the State of Texas TexTravel Rates and Requirements may be found on the Comptroller of Public Accounts' website;
- d. All reimbursement rates will not exceed the maximum rates established

- for state employees under the current State Travel Management Program;
- e. In the event such a request by the Customer is due to a problem with the SOW Deliverables attributable to successful Respondent, there will be no such reimbursement; and
 - f. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

7.2.3.2 Disputed Amounts

The System Agency may withhold payment of any charges that it disputes in good faith and may set-off amounts the successful Respondent owes the Customer as credits against charges payable to the successful Respondent under the Contract resulting from this Solicitation.

7.2.3.3 Availability of Funds

As of this Solicitation, it is anticipated that budgeted funds will be available to reasonably fulfill the project requirements. Any HHS System Contract resulting from the Solicitation is subject to the availability of State funds.

However, if funds are not available, the Customer reserves the right to withdraw the Solicitation or terminate the resulting HHS System Contract without penalty. The Customer also reserves the right to cancel this Solicitation, to make a partial award, or to make no award if it determines that such action is in the best interest of the State of Texas.

This Project is expressly conditioned on the availability of state and/or federal appropriated funds. The successful Respondent will have no right of action against HHS System in the event that HHS System is unable to perform its obligations under the Contract resulting from this Solicitation as a result of the suspension, termination, withdrawal, or failure of funding to HHS System or lack of sufficient funding of HHS System for any activities or functions contained within the scope of the Contract resulting from this Solicitation.

In the event of termination for default, HHS System will offset against payments owed to the successful Respondent any reasonable amounts expended by HHS System to cure the event of default. HHS System will have no further obligations to the successful Respondent after such termination.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Amendment

HHSC and the System Agency reserves the right to alter, amend, or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the State.

8.1.2 Offer Period

Solicitation Responses shall be binding for a period of 240 days after the due date for submission of Solicitation Responses. Each Respondent may extend the time for which its Solicitation Response will be honored. Upon Contract execution, prices agreed upon by the 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 Respondent unless expressly agreed upon in writing by HHSC or the System Agency.

8.1.3 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by HHSC and the System Agency to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. HHSC and the System Agency is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, Contract, or purchase order. Costs of developing Solicitation Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

8.1.4 Contract Responsibility

HHSC and the System Agency will look solely to Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. 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 the System Agency 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 Proposal:**

1. Mark the Original Proposal, on the top of the front page, the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and
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 Proposal);

b. **Certify in Original Proposal – HHS Solicitation Affirmations (attached as Exhibit A to this Solicitation):**

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

c. **Submit Public Information Act Copy of Proposal:**

Submit a separate “Public Information Act Copy” of the Original Proposal (in addition to the original and all copies otherwise required under the provisions of this Solicitation). 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 Proposal as required in Subsection (a)(2), above. The only difference in required markings and information between the Original Proposal and the “Public Information Act Copy” of the proposal will be redactions - which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Proposal.

By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Proposal, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Respondent’s proposal will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the HHSC’s or the System Agency’s 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 System Agency, 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 proposal is exempt from disclosure. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire proposal subject to release under the PIA.

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

HHSC and the System Agency 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 proposal in response to this Solicitation may be subject to public disclosure under the PIA. The System Agency 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. The System Agency 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 ANY HHS AGENCY IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY 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 THE

**SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS
SUBMITTED TO HHS BY THE SUBMITTING PARTY.**

8.2 INSURANCE

8.2.1 Required Coverage

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

A. General Insurance Requirements

1. Contractor shall carry insurance in the types and amounts indicated in this section for the duration of the Contract. The insurance shall be evidenced by delivery to System Agency of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, System Agency, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements.
2. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to System Agency.
3. Contractor shall provide and maintain all insurance coverage with the minimum amounts described throughout the life of the Contract.
4. Failure to maintain insurance coverage, as required, is grounds for suspension of work for cause.
5. Contractor shall deliver to System Agency true and complete copies of certificates and corresponding policy endorsements upon award.
6. Failure of System Agency to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of System Agency to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
7. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to System Agency in the Contract.
8. The insurance coverage and limits established below shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.
9. Coverage shall be written on an occurrence basis by companies authorized and admitted doing business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to System Agency.

B. Policies must include the following clauses, as applicable:

1. This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to System Agency.

2. It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by System Agency for liability arising out of operations under the Contract with System Agency. The Texas Health and Human Services Commission, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with System Agency. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.
3. A waiver of subrogation in favor of The Texas Health and Human Services Commission shall be provided in all policies.
4. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above.
5. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus seven (7) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

C. Specific Insurance Coverage Required.

1. **Workers' Compensation.** Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation in favor of The Texas Health and Human Services Commission, employer's liability insurance of not less than:

\$1,000,000 each accident;

\$1,000,000 disease each employee; and

\$1,000,000 disease policy limit.

Workers' compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Texas Labor Code.

2. **Commercial General Liability Insurance.** Including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:

\$1,000,000 per occurrence;
\$2,000,000 general aggregate;
\$5,000 Medical Expense each person;
\$1,000,000 Personal Injury and Advertising Liability;
\$2,000,000 products and completed operations aggregate;
\$50,000 Damage to Premises Rented to You; and
Coverage shall be on an “occurrence” basis.

The term “You” as reference in Subsection above, means the Contractor.

3. **Comprehensive Automobile Liability Insurance**, covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per accident. No aggregate shall be permitted for this type of coverage.
4. **Umbrella Liability Insurance**. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount \$1,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove.

The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

5. **Cyber/Privacy Liability Insurance Policy**. Contractor shall provide Cyber/Privacy Liability Insurance to cover risk of loss to electronic data. The policy must include coverage for electronic vandalism to electronic data, including coverage for a third party's willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.

Cyber Liability Insurance \$1,000,000 Claim/\$1,000,000 Aggregate.

8.2.2 Alternative Insurability

Notwithstanding the preceding, HHSC and the System Agency 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 and the System Agency 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 and the System Agency shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

8.3 PROTEST

If a Respondent wishes to file a protest they may do so in accordance with the rules published by HHSC in the Texas Administrative Code, Title 1, Part 15, Chapter 391, Subchapter D, Protests.

ARTICLE IX. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with this Solicitation in order to be considered responsive. Any Solicitation Response received without these requisite documents may be deemed non-responsive and may not be considered for Contract Award.

Original Solicitation Response Package		
The Complete Solicitation Response Package must be submitted to in electronic form (Flash drive, USB, or Online Bid Room) in accordance with the Delivery Method chosen by Respondent in Section 3.7.3, Delivery , consisting of the parts detailed below, separated by folders:		
Proposal Information		
1. Attachment A, Narrative Proposal	Section 5.1	
2. Attachment B, Value-Added Benefits (If Applicable)	Section 5.1.4	
3. Attachment C, Technical Proposal	Section 5.2	
4. Exhibit E, Exceptions Form	Section 3.6.4	
5. Exhibit K, Assumptions Form	Section 3.6.5	
Respondent Information		
6. Form A, Company Information	Section 6.1	
7. Attachment D, Financial Reports	Section 6.2	
8. Exhibit N, Past Performance Template	Section 6.3	
9. Major Subcontractor Information	Section 6.4	
10. Form B, Entity Information and Contract and Litigation History	Section 6.4	
11. Exhibit A, HHS Solicitation Affirmations	Section 6.7	
12. Exhibit M, HUB Subcontracting Plan (HSP) Quick Checklist	Section 6.9	
13. Exhibit D1, Security and Privacy Inquiry (SPI)	Section 2.3	
Cost Proposal		
14. Cover Letter	Section 7.2.1	
15. Exhibit F, Cost Assumptions Form	Section 7.2.2	
16. Exhibit I, Cost Workbook	Section 7.2.3	

ARTICLE X. LIST OF EXHIBITS AND FORMS

Exhibit Number	Exhibit File Name	Respondent to fill out exhibit when responding to Solicitation
Exhibit A	HHS Solicitation Affirmations	Yes
Exhibit B	HHS Uniform Terms and Conditions – Vendor Version 3.1	No
Exhibit C	HHS Additional Provisions - DSHS Labware Software Upgrade	No
Exhibit D	HHS Data Use Agreement (DUA)	Yes
Exhibit D1	Security and Privacy Inquiry (SPI)	Yes
Exhibit E	Exceptions Form	Yes (if applicable)
Exhibit F	Cost Assumptions Form	Yes (if applicable)
Exhibit G1	Project Roles and Descriptions	No
Exhibit G2	LabWare V7.0 Upgrade Assessment for State of Texas Department of Health	No
Exhibit H	Evaluation Tool	No
Exhibit I	Cost Workbook	Yes
Exhibit J	Online Bid Room Info	No
Exhibit K	Assumptions Form	Yes (if applicable)
Exhibit L	HUB Language and Sample CMBL Vendor Detail	No
Exhibit M	HUB Subcontracting Plan (HSP) Quick Checklist	Yes
Exhibit N	Past Performance Template	Yes
Form A	Company Information	Yes
Form B	Entity Information, Conflicts and Contract and Litigation History	Yes