



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

**Request for Proposals (RFP)
For**

**Maternal and Child Health-Pregnancy Risk Assessment Monitoring
System-MCH/PRAMS
RFP No. HHS0010062**

Date of Release: July 23, 2021

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| 961-53 | Marketing Service, Including Distribution, Public Opinion Surveys, Research, Sales Promotions, etc. |
| 963-43 | Intergovernmental and Inter-Agency Contracts |

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Health and Human Services Commission (“HHSC”), on behalf of the Department of State Health Services (“DSHS”) Maternal and Child Health Epidemiology Unit (“Program”), is seeking a Contractor to perform data collection, data entry, data file production, and human subjects training for the Texas Pregnancy Risk Assessment Monitoring System (“PRAMS”). To be considered for award, Respondents must execute **Exhibit A, HHS Solicitation Affirmations v1.9** and federal assurances and certifications—**Exhibit J, Assurances – Non-Construction Programs** and **Exhibit K, Certification Regarding Lobbying**—of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

Information regarding DSHS and the PRAMS program are available online and can currently be accessed at <https://www.dshs.texas.gov/mch/PRAMS.aspx>

1.2 DEFINITIONS

Refer to **Exhibit B, Health and Human Services (HHS) Uniform Terms and Conditions – Vendor, Version 3.2.**

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 the System Agency.

“Advancement Criteria” means the criteria for a Respondent to advance to the next phase of evaluation if multiple evaluation methods are utilized.

“Award Consideration (AC) Documents” means documents that must be submitted with the Solicitation Response to be considered for negotiations or award but may be remedied by the Respondent at the option of HHSC or DSHS.

“Batch” means a monthly sample of women who have had a recent live birth (from the state’s birth certificate file) and are residents of the state they reside in. This sample of women is used to collect health survey information in a data collection window.

“CDC” or “Centers for Disease Control and Prevention” means the national public health agency of the United States. It is a United States federal agency, under the Department of Health and Human Services.

“Contract” has the same meaning as the definition in **Exhibit B**.

“Contractor” means the party selected to provide the goods and services under the resulting Contract, if any.

“CDC PRAMS Integrated Data Collection System” or “PIDS” means a web-based customized tracking system that assists in managing all aspects of data collection that was developed by CDC and installed on CDC servers.

“Department of State Health Services” or “DSHS” means Texas Department of State Health Services, a state agency of Texas.

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

“Final Written Solicitation Response Score” refers to the final scoring of the written response as documented in the Solicitation. The written response score may be adjusted by outlier meetings as advertised in the Solicitation, resulting in the Final Written Response Score.

“Health and Human Services Commission” or “HHSC” has the same meaning as the definition in **Exhibit B**.

“HUB” has the same meaning as the definition in **Exhibit B**.

“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 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.

“PIDS” or “PRAMS Integrated Data Collection System” means new data collection software system for PRAMS data collection activities.

“PRAMS” or “Pregnancy Risk Assessment Monitoring System” means a joint surveillance system project between the state departments of health and the Centers for Disease Control and Prevention, Division of Reproductive Health. It is the only surveillance system that provides data about pregnancy and the first few months after birth. It is an ongoing, state-specific, population-based surveillance system designed to identify groups of women and infants at high risk for health problems, to monitor changes in health status, and to measure progress towards goals in improving the health of mothers and infants.

“Respondent” means the entity responding to this Solicitation.

[“Secure Access Management Services”](#) or [“SAMS”](#) is a web site that allows public health partners and providers to access information and computer applications operated by CDC. PIDS is within the SAMS environment.

[“Solicitation”](#) has the same meaning as the definition in **Exhibit B.**

[“Solicitation Response”](#) has the same meaning as the definition in **Exhibit B.**

[“Solicitation Consideration \(SC\) Documents”](#) means documents that must be submitted with the Solicitation Response in order to be considered for evaluation and cannot be resubmitted or have errors remedied after the submission due date and time in the **Schedule of Events, Section 3.1**, has passed.

[“State”](#) means the State of Texas and its instrumentalities, including HHSC, the System Agency, and any other state agency, its officers, employees, or authorized agents.

[“System Agency”](#) has the same meaning as the definition in **Exhibit B.**

1.3 AUTHORITY

The System Agency is soliciting the services listed herein under Texas Government Code [Tex. Gov’t Code §2155.144\(b-1\) \(2\)](#).

ARTICLE II. STATEMENT OF WORK

2.1 DESCRIPTION OF STATEMENT OF WORK

2.1.1 Background

The Texas Pregnancy Risk Assessment Monitoring System (PRAMS) is a population-based surveillance system designed by the Centers for Disease Control and Prevention (CDC) that asks survey questions (via mail or telephone) of recent mothers on health topics, such as access to prenatal care, pregnancy intention, alcohol use, smoking, knowledge of the importance of folic acid, multivitamin use, type of insurance, intimate partner violence, postpartum depression, breastfeeding, infant sleep position, and smoke exposure. Forty-seven states, New York City, Puerto Rico, the District of Columbia and the Great Plains Tribal Chairmen’s Health Board currently participate in PRAMS, representing approximately 83% of all U.S. live births.

In Texas, the PRAMS survey provides the most comprehensive population-based data on maternal health before, during and after pregnancy. Texas PRAMS (also known as DSHS PRAMS), which is housed within DSHS, has been ongoing since 2002, and PRAMS data are available for years 2002-2019. Each month, a sample of mothers is drawn from files provided by the DSHS Vital Statistics Section/IT Applications. Mothers are first contacted by notification letter within 61 to 183 days after giving birth. If the mother does not complete the survey after two survey mailings, she is then contacted and interviewed by telephone. Incentives and rewards are offered to encourage women to complete the survey. Data collection for PRAMS has DSHS Institutional Review Board (IRB) approval.

2.1.2 Overview

Contractor must administer human subjects training to newly hired PRAMS staff as outlined by CDC before any work with PRAMS is performed. Contractor will partner with DSHS staff to prepare mailing materials, provide graphic design elements, translate mailers and survey materials into Spanish and, upon DSHS approval, print materials. In addition, Contractor will identify and obtain incentives and rewards for survey participants. Once materials are ready, Contractor will mail all documents according to the schedules and deadlines described in **Section 2.1.7, Additional Contractor Requirements**. Subsequently, Contractor will contact non-responsive mothers and conduct telephone interviews. Contractor must train interviewers and provide interviewers who are bilingual in English and Spanish. Finally, Contractor will collect all resulting data and enter it into the system specified by CDC PRAMS.

2.1.3 System Agency Requirements

1. Starting in May 2022, DSHS will provide a list of about 200 names (batch) to the Contractor each month. These names will be mothers who have recently given birth.
 - a. DSHS will provide names to Contractor between the 1st and the 5th day of the calendar month.
 - b. There are 12 batches in a data collection year (see **Exhibit O, Data Collection Timeline**). This has been established by DSHS and the CDC PRAMS.
 - c. The provided names will cover six (6) geographic strata in Texas. Strata are subject to change given CDC guidance.
 - d. For each name in the batch, the following data will be included:
 - i. Mother's name;
 - ii. Mother's address;
 - iii. Mother's date of birth;
 - iv. Child's name;
 - v. Child's date of birth; and
 - vi. Other maternal and child specific data elements to be used for the mail, web (future) and phone phases of the DSHS PRAMS.
2. DSHS PRAMS will provide to Contractor a standard mail survey instrument and letters required for mail operations. **Exhibit N, Current PRAMS Survey Instrument**, contains the current survey instrument. The survey instrument is comprised of three sets of questions:
 - a. **Core questions**: The core questions are used by all states and provide data that can be used for comparisons of maternal behaviors between the states.

- b. Standard questions: These questions are often reflective of topics of interest to a majority of PRAMS states and can be used to provide comparisons among states should states choose them.
- c. State-developed questions: These questions are developed and pretested by the state and are incorporated into the state-specific portion of the questionnaire.

For the 2023 calendar year cohort, the survey instrument will be fully revised incorporating new core and standard CDC questions and possibly some state-developed questions.

- 3. DSHS PRAMS will provide the interviewers with the CDC PRAMS approved standard introductory script that is used to verify that the interviewer is speaking to the correct mother (“sample member”) and to introduce the sample member to the PRAMS project.
- 4. DSHS PRAMS will be flexible in their participation in CDC PRAMS special projects in PRAMS surveillance. PRAMS special projects are data collection projects that are proposed to states to assist CDC and their partners with further understanding of emerging national health issues/concerns. CDC and/or their partners provide supplemental questions to be added to the existing standard mail survey instrument to collect this information from each state that participates. CDC will ask for participation from states for PRAMS special projects as needed, sometimes as frequent as yearly. Additionally, DSHS may have a need to collect supplemental data that is pertinent to their mission rather than the CDC mission.
- 5. DSHS will provide to Contractor a reporting form for unusual/unforeseen events involving sample members. **Exhibit R, Reporting Form for Unusual/Unforeseen Events**, is this form that may be used during data collection if needed.

2.1.4 Contractor’s Data Collection Responsibilities

- 1. General
 - a. Contractor shall utilize the monthly batch from DSHS for mailing surveys and conducting telephone interviews.
 - b. Contractor shall be responsible for purchasing and mailing participation incentives (e.g., forehead thermometers and flower pins) and rewards (e.g., \$20 store gift cards from big-box stores,). A participation incentive is something that is included with the questionnaire when it is mailed to each sample member. A reward is something that is given to the sample member after a questionnaire is completed and returned.
 - c. Contractor shall notify the DSHS Contract Manager via email, as soon as there is a discovered change in the cost of items, such as those in the printing of all materials used in the mail phase (e.g., letterhead, incentives, rewards, surveys, and envelopes), all postage costs (both outgoing and incoming), interviewer costs and other related data collection costs. Contractor shall provide adequate documentation of the discovered change from accounting.

- d. Contractor is not allowed, during the data collection period for a given calendar year cohort (see **Exhibit O, Data Collection Timeline**), to lower the established sample size of batches or any aspects that could affect data quality in operations as established by DSHS and CDC PRAMS in order to account for changes in the cost of items.
- e. Contractor is to respond to cost and budget-related inquiries in a timely manner (within one week from receipt of inquiry, unless otherwise discussed) that DSHS may have for future budget planning purposes to support the needs of data collection.
- f. Contractor shall provide a toll-free 1-800 number during the operating hours of:
Monday - Friday 9 a.m.-9 p.m. Central Time
Saturday - Sunday 10 a.m.-7 p.m. Central Time

This number is for sample members to call and leave messages. The calls may address a variety of topics, including, but not limited to, questions about postage, the survey, why they were sampled, and requests for phone interviews during mail data collection. The toll-free 1-800 number shall provide a recording in English and Spanish if the inbound calls are not picked up by an English- or Spanish-speaking contact.
- g. Contractor shall record the results of each call made to the sample member's phone number using PIDS with specific call disposition codes for each call made.
- h. Contractor shall conduct refusal conversions when given a soft refusal by the sample member. A soft refusal is when a sample member expresses, at the time she is contacted via telephone, that she is unable to participate in the survey but does not refuse to do the survey at a later time. A refusal conversion is a method in which the telephone interviewer presents the sample member with an opportunity to complete the survey when it is convenient for her. Soft refusals are given between two to three days before they are called again.
- i. Contractor shall utilize a different interviewer, supervisor, or experienced trained interviewer to conduct soft refusal conversions. Those sample members declining participation in the study ("hard refusals") will not be converted.
- j. Contractor shall, on a weekly basis, monitor and provide training to interviewers who continue receiving soft refusals to more efficiently convert soft refusal sample members and maximize the number of surveys completed in data collection.
- k. Contractor shall use the approved standard introductory script and read each introduction verbatim to the sample member. Contractor interviewers shall read each question and response on the CDC PRAMS approved telephone survey verbatim, and the interviewers shall not alter the content or meaning of questions or response options. Any changes in wording, layout, or skip patterns shall be provided to DSHS for review and approval by CDC PRAMS.

1. Contractor shall pretest, through field testing, all state-developed questions prior to them being added to the survey instrument.
2. Preparation of Documents
 - a. Contractor shall provide DSHS with samples of all materials to be used for mailing.
 - b. Contractor shall provide DSHS with samples of each letter:
 - i. Preletter, Mail-1;
 - ii. Tickler, Mail-2; and
 - iii. Target Mailing, Mail-3.
 - c. Contractor will provide the outlined samples of each current letter of mail operations, as shown in **Exhibit Q, Current PRAMS Protocol, Appendix F** to DSHS at least 90 calendar days prior to the first batch mailing. Current letters of mail operations provide a printed survey booklet for sampled mothers to complete the survey. If web surveys are implemented by CDC PRAMS, current letters of mail operations may be updated to include a web address that provides the sampled mother with the option to complete the survey online instead of in the printed survey booklet.
 - d. Contractor shall be responsible for translating the main survey instrument, including state-added questions, state supplemental questions provided by CDC or DSHS, and all other related associated materials into Spanish, preferably a Mexican regional dialect. The translated pieces will require the sign off from DSHS and CDC PRAMS before implementation.
 - e. Contractor shall be responsible for the printing of all materials including, but not limited to, letterhead, incentive request cards, surveys, and envelopes used in the mail phase and all postage costs (both outgoing and incoming).
 - f. Contractor shall provide PDFs of all documents at least 90 calendar days prior to submitting to the printer for DSHS review and approval. Contractor shall also provide production proofs from the printer to DSHS for review and approval to the PRAMS principal investigator (PI).
3. Mailing Services
 - a. Contractor shall standardize all delivery addresses used for mailing and append the “plus four” extension to the zip code. Contractor shall update addresses in PIDS.
 - b. Contractor shall be responsible for mailing the Preletter: Mail-1, Tickler: Mail-2, Targeted Mailing: Mail-3 and the two (2) alternate mailings consistent with the data collection schedule established by DSHS and CDC PRAMS.
 - c. Contractor shall abide by the data collection schedule described in **Section 2.1.7, Additional Contractor Requirements**. Contractor shall mail within three business

days of the scheduled mailing, and any deviation from the three days shall be communicated to the PRAMS Coordinator at DSHS via email.

4. Interviews

- a. When the Contractor interviewer encounters an answering machine, the interviewer shall leave a tailored message for each encounter.
- b. Contractor shall develop a system for interviewers to schedule callback appointments at a specified time. This system shall also allow for callback appointments to finish partially completed interviews.
- c. Contractor shall also confirm that callback appointments are being made weekly by interviewers for surveys that are not completed to ensure all surveys are working towards completion.
- d. Contractor shall supervise and monitor all interviewers conducting telephone interviews.
- e. Contractor shall regularly monitor telephone interviewers to ensure that proper procedures are followed.
- f. Contractor shall determine whether the interviewer is appropriately obtaining consent from sample members, administering the interviews, protecting the sample member's confidentiality, and keeping data collection forms secure.
- g. Interviewers shall receive regular weekly and monthly feedback on their productivity performance, and if problems are identified, remedial action shall be taken immediately. Remedial action includes, but is not limited to, coaching and additional training provided by Contractor. If the interviewer continues to have low performance, they will be pulled off from doing PRAMS project work until they show high performance in another project.
- h. Contractor shall monitor a variety of calls/contacts. This includes, but is not limited to, actual interviews and interactions with sample members that do not result in interviews (sample member is busy, sample member refuses, etc.) and interactions with other household members.
- i. Contractor shall provide bilingual Spanish/English-speaking interviewers to conduct telephone survey interviews in Spanish when necessary, using the Spanish translated version of the questionnaire provided by CDC PRAMS and DSHS

2.1.5 Contractor's Data Entry Responsibilities

Survey data collected from the mail phase shall be entered into the data entry system specified by CDC PRAMS. Contractor shall record comments from "other specify" questions, back page comments, and any additional comments verbatim in the data entry fields.

2.1.6 Contractor's Human Subjects Training Responsibilities

1. Contractor shall conduct training for all interviewers hired for the PRAMS project prior to the commencement of work on the PRAMS project. Interviewers working on

this survey shall be female unless the Contractor has data to indicate otherwise for administering PRAMS.

2. Contractor shall also maintain the number of staff needed for data collection as described in the budget plans (e.g., mail operations staff and phone interviewers). Contractor cannot assign other project work outside of CDC PRAMS to data collection staff that will jeopardize the integrity of data collection as established by CDC PRAMS and DSHS.
3. All Contractor staff involved in interviewing, data entry, phone number lookups and data management and collection shall complete Module 1 through Module 4, Annual Human Subjects Training, which is designed as a self-paced tool.
4. Contractor shall provide documentation that all relevant staff have completed Modules 1-4 and shall arrange time for the staff to review Module 4 with DSHS via conference call or meeting.

2.1.7 Additional Contractor Requirements

1. Schedules and Deadlines
 - a. Contractor shall have the ability to access SAMS and PIDS environments.
 - b. Contractor is responsible for background checks on any staff member who is working on this project.
 - c. Contractor shall follow the data collection schedule (mail and phone operations) for each batch outlined below, unless told otherwise by DSHS PRAMS and CDC:

| Action | Timeframe | Texas Schedule |
|---------------------------|---|----------------|
| Mail preletter | Day 1 | Day 1 |
| Mail first questionnaire | 3-7 days after preletter | Day 3 |
| Alternate 1 | | |
| Mail tickler | 7-10 days after the first questionnaire | Day 13 |
| Mail second questionnaire | 7-14 days after tickler | Day 27 |
| Alternate 2 | | |
| Initiate telephone calls | 7-14 days after second questionnaire | Day 41 |
| Targeted mailing | 7-14 days after initiating phone | Day 61 |
| End data collection | 21-35 day after initiating phone | Day 103 |

- d. Contractor shall be responsible for additional address and phone lookups to supplement what DSHS provides for data collection (mail and phone operations).
- e. Contractor shall produce productivity reports every two weeks to ensure data management, training of mail operations staff to maximize survey completions, and data quality in data collection. Contractor shall also establish weekly goal setting in mail operations for each mail operations staff member in data collection. Productivity reports and weekly goal setting will be shared in meetings with DSHS.

- f. Contractor shall always have antivirus and malware software on all computers to conduct PRAMS operations.
- g. Contractor shall have the software and hardware components to maintain the processes for PIDS. Please refer to, **Exhibit Q, Current PRAMS Protocol**, for outlined processes that are required.
- h. PRAMS is reviewed and approved by the DSHS Institutional Review Board (“IRB”) and CDC IRB annually. Protocol changes require an amendment approval from the DSHS IRB and, at times, the CDC IRB.
- i. Contractor shall keep a copy of all paper surveys for a minimum time period of three years after the expiration date or termination of the Contract, or until any dispute involving the Contract is finally resolved, whichever is longer. Contractor shall then destroy all paper surveys by shredding.
- j. Contractor shall produce new graphic design/artwork for the survey booklets in the first year of the Contract. This work will be a separate item in the budget.

2.1.8 Deliverables

1. Contractor shall produce new graphic design/artwork for the survey booklets in the first year of the contract.
2. Contractor shall develop a system for interviewers to schedule callback appointments at a specified time. This system shall also allow for callback appointments to finish partially completed interviews.
3. Contractor shall provide unobstructed call monitoring capability to allow for monitoring of telephone interviewers without requiring the monitoring session to be scheduled with telephone interviewers.
4. Contractor shall provide proof of mailings delivered via email to the PRAMS Coordinator at DSHS.
5. Contractor must complete data collection for a calendar year cohort by the end of June each year while reaching, at a minimum, CDC’s threshold response rate for the calendar year cohort (CDC’s threshold response rate is currently set at 50%).

Deliverables Schedule

| Deliverable | Frequency | Due Date |
|---|--|---|
| Documentation of Sample Import (PIDS counts by Letter Group Types as outlined by CDC*) and Data Collection Schedule (by date) | One (1) report for each of the twelve (12) batches | Within one (1) calendar day after the start of mail data collection |

| | | |
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| Documentation of Mailings (PIDS counts by Letter Group Type as outlined by CDC and Data Collection Schedule (by date) | One (1) report for each mailing for a total of eight (8) mailings per batch | Within one (1) calendar day after each mailing |
| Documentation of Phone Phase Startup (PIDS counts by Letter Group Type as outlined by CDC) Data Collection Schedule (by date) | One (1) report for the start of phone phase for each of the twelve (12) batches | Within one (1) calendar day after start of phone data collection |
| Documentation of batch Closing and Data Collection Schedule (by date each activity was completed) | One (1) report for the close of phone phase for each of the twelve (12) batches | Within one (1) calendar day after batch closing |
| Response Rate Spreadsheet (Batch total) | One (1) spreadsheet for each of the twelve (12) batches | Within three (3) calendar days after batch closing |
| Response Rate Spreadsheet (cumulative Batches) | One (1) spreadsheet for each of twelve (12) batches | Within three (3) calendar days after batch closing |
| Documentation of incentives and rewards Mailed | One (1) spreadsheet for each of mailing of incentives and rewards to sample members | Within one (1) calendar day after each mailing |
| Batch Submission (i.e., Monitoring Report, Adhoc Reports, Sampling Frame, BC file, Survey data, Call Attempts files, Comment Files) | One (1) list of files and reports submitted to CDC (via secure site) for each of the twelve (12) batches | Files submitted to CDC no later than seven (7) working calendar days after batch closing |
| Documentation of Batch Submission to CDC and DSHS | One (1) CDC batch submission report for each of the twelve (12) batches | Within one (1) calendar day of batch submission |
| Interviewer Training Documentation | One (1) sheet for each training event completed (sign in sheet or email) | Within one (1) calendar day of training |
| Annual Human Subjects Training Documentation | One (1) sheet for each training event completed (sign in sheet or email) | Within one (1) calendar day of training |
| Reporting Forms for Unusual or Unforeseen Events | One (1) form for each event submitted in accordance with guidelines | Within one (1) calendar day of event |
| Confidentiality Agreements | One (1) sheet for each staff member | Within one (1) calendar day of signing |

*Letter Group Types as Outlined by CDC: Deceased English Adult; Deceased Spanish Adult, Deceased English Teen; Deceased Spanish Teen; Live English Adult; Live Spanish Adult, Live English Teen; Live Spanish Teen.

2.1.9 Performance Measures

1. Data Collection

- a. Surveys that have been completed and mailed to Contractor shall be logged into PIDS so that the sample member is not contacted again. Contractor shall funnel any sample member with a less than 75% completed survey to the phone phase of data collection.
- b. Contractor shall make up to 15 call attempts for each phone number provided before ceasing call attempts for that sample member. At least two different weekday mornings shall be attempted, at least two different weekday afternoons shall be attempted, and at least two different weekday evenings shall be attempted. For both weekend days (Saturday and Sunday), mornings, afternoons, and evenings shall be attempted. There shall be fewer than 15 calls to a phone number when a call results in a “terminating” outcome (e.g., sample member refused even after refusal conversion is attempted, language barrier, mentally incapacitated, deceased sample member, adoptive mother).
- c. Contractor shall monitor at least ten (10) percent of the time that interviewers are placing telephone calls.
- d. Contractor shall meet with DSHS PRAMS by video or in person (should the PRAMS Coordinator be conducting a site visit) two times per month to discuss progress on data collection.
- e. Every two weeks, Contractor shall produce productivity reports of all phone interviewers to share in meetings with DSHS to ensure data management and training of interviewers and to maximize survey completions and data quality in data collection.
- f. Contractor shall establish weekly goal setting for survey completion per phone interviewer in data collection and share results with DSHS in meetings.
- g. Contractor shall have the ability to provide unobstructed call monitoring so that DSHS PRAMS staff can monitor the phone phase offsite. DSHS prefers a system in which they do not have to schedule their monitoring sessions.
- h. Contractor shall meet adequate response rates as established by CDC PRAMS. The DSHS PRAMS project response rate for 2018 was 44%, with typically 34-38% coming from the mail phase and 6-10% from the phone phase. However, CDC PRAMS currently has set an adequate response rate of 50%. Nationally, the phone phase hovers around 20%. Response rates are crucial to the quality of the PRAMS surveillance system and the ability to produce scientific analyses. The goal with every batch is to obtain 100% of sampled women. Reaching a response rate of at least 50% would allow the DSHS PRAMS project data collected to also be a part

of national aggregate data to have state representation. CDC PRAMS may and can change what is considered an adequate response rate.

- i. Contractor shall be available for six (6) conference calls per year with CDC PRAMS to discuss progress. CDC PRAMS has their own forms that will need to be filled out prior to the bimonthly conference calls.
- j. At a minimum, DSHS PRAMS will conduct an annual site visit to review Contractor onsite operations.
- k. Contractor shall monitor that callback appointments are being made weekly by interviewers for surveys that are not completed to ensure all surveys are working towards completion.
- l. Contractor shall complete a report for each unusual/unforeseen event that occurs (e.g., mother is in jail, deceased infant, deceased mother, referral to resources, abuse to a minor, emotional distress during the telephone interview) to DSHS. These reports shall be limited in number during the data collection year. Additionally, these reports shall be submitted by the Contractor data collection supervisor or leadership to DSHS no later than two calendar days after the unusual/unforeseen event occurred.
- m. Any unusual/unforeseen event encountered by the Contractor, DSHS or CDC PRAMS found to be caused by the phone interviewer/mail operations staff not following established procedures as outlined during training, or as established by CDC PRAMS, shall require for the Contractor to document the progress of the data collection staff member(s) after subsequent training and goal setting set by the Contractor to improve performance. This documented progress shall be shared in meetings with DSHS where productivity reports are shared by the Contractor. These steps will ensure data quality in data collection.

2. Data Entry

Contractor shall verify a minimum of 10% of the English surveys and 10% of the Spanish surveys. Data entry and verification shall be tailored to the specification of the survey. Any data entry errors shall be reviewed with the key entry staff to ensure continued valid data entry.

3. Data File Production

Ten days business after completion of data collection for each batch, Contractor shall submit documentation of CDC PRAMS submission of operations and survey data to DSHS. Contractor shall be responsible for correcting any errors in files prior to and after submitting a batch to CDC PRAMS.

2.1.10 Payment Schedule

The payment schedule for the Contract period February 1, 2022 through March 31, 2023 is the following:

| Batch per month of data collection: | Scheduled Date of Payment (day/month): |
|--|---|
| May | 31-Aug |
| June | 30-Sep |
| July | 31-Oct |
| August | 30-Nov |
| September | 31-Dec |
| October | 31-Jan |
| November | 28-Feb |
| December | 31-Mar |
| January | 30-Apr |
| February | 31-May |
| March | 30-Jun |

The payment schedule for subsequent remaining contract years is the following:

- a. April 1, 2023 through March 31, 2024
- b. April 1, 2024 through March 31, 2025
- c. April 1, 2025 through June 30, 2026

| Batch per month of data collection | Scheduled Date of Payment (day/month): |
|---|---|
| April | 31-Jul |
| May | 31-Aug |
| June | 30-Sep |
| July | 31-Oct |
| August | 30-Nov |
| September | 31-Dec |
| October | 31-Jan |
| November | 28-Feb |
| December | 31-Mar |
| January | 30-Apr |
| February | 31-May |
| March | 30-Jun |

Additionally, Contractor shall provide all deliverables outlined in **Section 2.1.8, Deliverables**, before payment can be issued. These deliverables include reports and data required by the CDC and the DSHS Program for the PRAMS project.

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required

services/deliverables by no later than 30 calendar days after the Schedule Date of Payment (day/month) listed in the tables above for the respective contract periods. The initial contract term is for fourteen (14) months with optional subsequent contract terms being two (2) one-year renewals and a final optional renewal for fifteen (15) months. Pricing and costs are based on the respective contract period. The fifteen (15) month term is required to permit Contractor to complete closure, transmission, and billing for the last three batches. Vouchers and supporting documentation shall be emailed to the Claims Processing Unit’s Invoices email address at Invoices@dshs.state.tx.us with a Carbon copy (CC) to the PRAMS coordinator and PRAMS principal investigator at DSHS.

2.1.11 Liquidated Damages

1. DSHS will monitor the performance of the Contractor. All requirements of the Contract are subject to performance evaluation by DSHS. DSHS has identified certain Key Performance Requirements (KPRs) in Table 1 Key Performance Measures and Liquidated Damages. The KPRs will be used to measure the Contractor’s performance. Failure to successfully perform KPRs may result in liquidated damages being assessed against the Contractor.
2. In the event the Contractor fails to perform or complete its obligations in a timely manner, DSHS may, in addition to the remedies set forth elsewhere in the Contract, impose remedies which include the following:
 - a. Corrective Action Plan (“CAP”): At no cost to DSHS, Contractor must comply with the performance improvement activities and timelines specified in written CAP(s) approved by DSHS;
 - b. Additional or ad hoc reporting by the Contractor, at no cost to DSHS, to address performance issues;
 - c. Accelerated monitoring of the Contractor’s performance by DSHS or its designee, including access to the Contractor’s facilities, records, data, information systems and personnel;
 - d. Withholding or set-off of payments to the Contractor; and
 - e. Assessment of liquidated damages in accordance with Texas law.
3. DSHS is not required to provide the Contractor with notice and opportunity to resolve issues prior to DSHS withholding approval of payments under this Contract.
4. If CAP is not completed, the Liquidated Damages stated below in Table 1 will go into effect.

Table 1 - Key Performance Measures and Liquidated Damages

| KPM ID | Summary | Standard | Measure | Liquidated Damage |
|--------|---------|----------|---------|-------------------|
|--------|---------|----------|---------|-------------------|

| | | | | |
|--------|-------------------------------|---|---------------------------------|--|
| KPM001 | Written Deliverable Due Dates | Contractor must meet due dates specified in the Contract and, for due dates not specified in the Contract, the due dates mutually agreed in writing by the parties' project managers. | Each month beyond the due date. | \$200/month per Deliverable, not to exceed \$4,000 in a given month. |
| KPM002 | Project Resource Personnel | Contractor must fill a vacancy within seven (7) business days, unless an alternate due date is approved in writing by DSHS. | Each month beyond the due date. | \$200/month per vacancy |

Table Notes:

1. In the event Contractor's performance does not comply with Contract requirements, DSHS may require the Contractor to provide a corrective action plan or other remedial step.
2. DSHS and Contractor agree to work in good faith to ensure KPMs are met.
3. DSHS shall have a duty to take reasonable steps to mitigate damage.
4. Contractor will achieve the specified KPMs and may have liability for Liquidated Damages based on KPM failure as further described in each KPM.
5. Liquidated Damages will not be assessed if the Contractor is not responsible for the failure described in the respective KPM.
6. For purposes of these KPMs, all measurement periods shall be monthly unless otherwise specified.

2.1.12 Transition and Turnover Plan

Selected Respondent shall perform and complete all necessary pre-survey activities, including the transfer of knowledge from incumbent (if applicable). The Transition Period ensures that there is a continuity of services, and incumbent Respondent shall work with the System Agency to diligently transfer all knowledge to the selected Respondent necessary to ensure a continuity of services.

Selected Respondent will provide any assistance and actions reasonably necessary to enable DSHS or its designee to effectively close out and transfer the work and the obligations to another vendor or to perform the work by itself. A turnover plan is required from selected Respondent to ensure a smooth transition and the least disruption in the delivery of the work during turnover. Full cooperation in transferring the work outlined in the Statement of Work will be required.

2.2 CONTRACT AWARD, TERM, AND AMOUNT

2.2.1 Contract Award and Execution

The System Agency intends to award one (1) Contract as a result of this Solicitation. Any award is contingent upon approval of the Executive Commissioner or their designee.

If, for any reason, a final Contract cannot be executed with a Respondent selected for award within sixty (60) days of the System Agency's determination to seek to contract with that

Respondent, the System Agency may negotiate a Contract with the next highest scoring Respondent or may withdraw, modify, or partially award this Solicitation.

2.2.2 Contract Term

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

The Contract resulting from this Solicitation shall be for a period from February 1, 2022 through March 31, 2023. The System Agency, at its sole option, may extend any Contract awarded pursuant to this Solicitation through June 30, 2026.

Subsequent optional contract renewal periods:

- a. April 1, 2023 through March 31, 2024
- b. April 1, 2024 through March 31, 2025
- c. April 1, 2025 through June 30, 2026

Following the base term and any allowable extensions, the System Agency may extend any resulting Contract for not more than one additional option period to address immediate operational or service delivery needs. If the resulting Contract does not include a defined option period, the extension is limited to one year or as may be provided under applicable state procurement and contracting laws.

2.3 DATA USE AGREEMENT

- a. By entering into a Contract, or purchase order with the System Agency as a result of this Solicitation, Respondent agrees to be bound by the terms of the Data Use Agreement attached as **Exhibit D, Data Use Agreement (DUA)** and **Exhibit D-1, Attachment 2 to the DUA, Security and Privacy Inquiry (SPI)**.
- b. The Respondent must complete and return **Exhibit D-1, Attachment 2 to the DUA, Security, and Privacy Inquiry (SPI)**.
- c. Contractor shall ensure that all Confidential Information (as defined in the DUA), including such information residing on back-up systems, remains within the United States. Confidential Information shall not be accessed by Contractor personnel located outside of the United States. Furthermore, Confidential Information may not be received, stored, processed, or disposed via information technology systems located outside of the United States.

2.4 NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION

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

The System Agency 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 GOVERNMENTAL ENTITIES

The selected Respondent shall be bound to specific terms and conditions found in **Exhibit B, Health and Human Services (HHS) Uniform Terms and Conditions - Vendor, Version 3.2** and **Exhibit C, Health and Human Services (HHS) Additional Provisions, Version 1.0**. However, to the extent Respondent is a governmental entity, responding to this Solicitation in its capacity as a governmental entity, certain terms and conditions may not be applicable. Furthermore, to the extent permitted by law, if a Solicitation response is received from a governmental entity, the System Agency reserves the right to enter into an interagency or interlocal agreement with the governmental entity in lieu of awarding a Contract as a result of this Solicitation

ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

| EVENT | DATE/TIME |
|---|---|
| Solicitation Release Date | JULY 23, 2021 |
| Vendor Conference *Optional* | JULY 28, 2021 at 2:00 p.m. Central Time |
| Deadline for Submitting Questions | JULY 29, 2021 at 3:00 p.m. Central Time |
| Deadline for courtesy HSP Review | AUGUST 6, 2021 at 2:00 p.m. Central Time |
| Tentative Date Responses to Questions Posted on ESBD | AUGUST 6, 2021 |
| Deadline for Submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.] | AUGUST 20, 2021 at 10:30 a.m. Central Time |
| Evaluation Period | SEPTEMBER 2021 |
| Anticipated Notice of Award | DECEMBER 2021 |
| Anticipated Contract Start Date | February 2022 |

Note: All dates are tentative and HHSC and/or DSHS reserve the right to change these dates at any time. At the sole discretion of HHSC and/or DSHS, events listed in the Schedule of Events are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the Deadline for Submission will be published by posting an Addendum to the ESBD. After the Deadline for

Submission, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding the anticipated award date to the [Procurement Forecast](#) on the HHS Procurement Opportunities web page. Each Respondent is responsible for checking the ESD and [Procurement Forecast](#) for updates.

3.2 CHANGES, AMENDMENT, MODIFICATIONS, AND CANCELLATION

HHSC or DSHS reserves the right to change, amend, modify, or cancel this Solicitation and will post all changes, amendments, modifications, and cancellation notices on the ESD.

Respondents must submit their Solicitation Responses to HHSC in accordance with the due date and time indicated in **Section 3.1, Schedule of Events**. It is the responsibility of each Respondent to periodically check the ESD for any changes to, or additional information regarding, this Solicitation. Failure to check the ESD will in no way release any Respondent or awarded Contractor from the requirements of posted Addenda or additional information. No HHSC or DSHS agency will be responsible or liable in any regard for the failure of any individual or entity to receive notification of any posting to the ESD or for the failure of any Respondent or awarded Contractor to stay informed of all postings to the ESD. If the Respondent fails to monitor the ESD for any changes or modifications to this Solicitation, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted.

3.3 AMBIGUITY, CONFLICT, OR DISCREPANCY

Respondents must notify the Sole Point of Contact identified in **Section 3.4.1**, of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation in the manner and by the deadline for submitting questions.

Each Respondent submits a Solicitation Response at its own risk.

If Respondent fails to properly and timely notify the Sole Point of Contact identified in **Section 3.4.1** of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation, the Respondent, whether awarded a contract or not:

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 DSHS of such provision(s); and
3. Shall not be entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

3.4 INQUIRIES

3.4.1 Sole Point of Contact

All requests, questions, or other communication about this Solicitation shall be made in writing to HHSC or DSHS Purchasing Department, addressed to the person listed below. All communications between Respondents and other HHSC or DSHS staff members concerning the Solicitation are strictly prohibited. Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.

| | |
|--------------|------------------------------|
| Name | Michele Rivers, CTCD, CTCM |
| Title | Contract Specialist IV |
| Email | Michele.Rivers@hhs.texas.gov |

See also, **Section 3.4.3, Exception to Sole Point of Contact** below.

3.4.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in **Sections 3.4.4, Questions**, HHSC or DSHS, 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 HHSC or DSHS 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.**

3.4.3 Exception to Sole Point of Contact

The only exceptions to **Section, 3.4.1, Sole Point of Contact** are the HUB coordinator, or, if expressly directed by the Sole Point of Contact, another designated HHSC or DSHS 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 Cheryl.Bradley@hhs.texas.gov.

3.4.4 Questions

HHSC or DSHS will allow written questions and requests for clarification regarding this Solicitation if submitted by e-mail to the Sole Point of Contact identified in **Section 3.4.1** by the deadline established in **Section 3.1, Schedule of Events**, unless otherwise notified via the ESBD. Responses to questions or other written requests for clarification will be consolidated and posted to the ESBD; they will not be provided individually to requestors.

HHSC or DSHS reserves the right to amend answers previously posted prior to the Solicitation Response deadline. Amended answers will be posted on the ESBD. It is the Respondent's responsibility to check the ESBD. HHSC or DSHS also reserves the right to provide a single consolidated response to all similar questions they choose to answer in any manner at the sole discretion of HHSC or DSHS.

All questions and requests for clarification must include the following information:

1. Solicitation Number
2. Solicitation Package Reference (Page number, section, and exhibit or attachment if applicable; may also reference procurement library documents in this manner, if applicable)
3. Question topic (e.g. “Schedule of Events”, or “Exhibit _ – Cost Proposal”)
4. Question for HHSC or DSHS

Requestor contact information must be included in the body of the e-mail and submitted with the question(s):

1. Company Name
2. Company Representative Name
3. Phone Number
4. E-Mail address

Questions or requests for clarification received after the Solicitation Response deadline may be reviewed by HHSC or DSHS but may not be answered. Only answers to questions submitted to the Sole Point of Contact in writing, in accordance with this section, will be considered valid and binding.

3.4.5 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 any 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 PRE-PROPOSAL CONFERENCE

3.5.1 Attendance

3.5.1.1 Optional Attendance

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

In-person attendees are required to sign an attendance log prior to leaving the pre-proposal conference. Attendees to virtual pre-proposal conferences are also required to register for the preproposal conference using the link in **Section 3.5.3**. Attendees must provide their

name, phone number, and name of the company they are representing regardless of whether the pre-proposal conference is in-person or virtual.

3.5.2 Conference Logistical Information

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

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the Sole Point of Contact identified in **Section 3.4.1** at least 72-hours before the meeting so appropriate arrangements can be made.

3.5.3 Conference Webinar Information

Attendees that call in and properly register will be added to the Conference Attendance Log.

Please register for the webinar no later than, July 27, 2021 at 5:00 PM Central Time at the following link:

<https://attendee.gotowebinar.com/register/7405850044084359182>

Web ID: 779-344-651

3.5.4 Questions at Pre-Proposal Conference

1. Reference **Section 3.4.4, Questions** for the required format and information to be provided for submission of questions and requests for clarification.
2. Attendees may submit questions in writing at the conference which must be in the required format and include the information as referenced in **Section 3.4.4, Questions**.
3. During the conference, HHSC or DSHS will not provide responses to questions and requests for clarification. Only those responses submitted in writing with a response posted as an Addendum to the Solicitation on the ESBD will be considered an official, binding update to the Solicitation.
4. HHSC or DSHS reserves the right to amend, prior to the Solicitation Response Deadline, answers previously posted. Amended answers will be posted on the ESBD. Notification of posting will be in accordance with **Section 3.1, Schedule of Events**.
5. Conversations with HHSC or DSHS program area staff **before or after the pre-proposal conference** are prohibited.

3.6 SOLICITATION RESPONSE COMPOSITION

3.6.1 Generally

Failure to submit all Solicitation Consideration and Award Consideration (AC) Documents in the required format(s) may result in disqualification of the Solicitation Response without further consideration (**Article IX, Submission Checklist**). 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.

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 Proposal, excluding the Technical Proposal and staff resumes, should not exceed fifteen (15) pages in length and should be formatted as follows: 8 ½" x 11" paper and 12 pitch font size. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the Solicitation Response, with specific reference made to the file, page, section, and/or paragraph where the supporting information can be found.

3.6.3 Discrepancies

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

3.6.4 Exceptions

Respondents are highly encouraged, in lieu of including exceptions in their Solicitation Responses, to address all issues that might be advanced by way of exception by submitting such issues as questions or requests for clarification pursuant to **Section 3.4.4, 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 **Exceptions Form** included as **Exhibit E** to this Solicitation and provide all information requested on the form. Any exception that does not provide all required information in the format set forth in **Exhibit E** may be rejected without consideration.

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

3.6.5 Binding Offer

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 that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer may be disqualified.

3.6.6 Assumptions

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

3.7 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.7.1 Deadline

Solicitation Responses must be received at the address in **Section 3.7.3, Labeling and Delivery for Certain Submission Options**, and be time-stamped by HHSC or DSHS no later than the date and time specified in **Section 3.1, Schedule of Events**. Solicitation Responses submitted by any method other than those provided in **Section 3.7, Solicitation Response Submission and Delivery**, will not be accepted. Late submittals will not be accepted.

3.7.2 Submission Options

1. **Submission Option 1:** Respondent shall submit the following on two USB drives—one (1) labeled “Original” and one (1) labeled “Copy”:
 - a. Each USB must contain one file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (“PDF”).
 - b. In accordance with **Section 8.1.5, Public Information Act – Respondent Requirement Regarding Disclosure**, each USB must contain one file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.
 - c. 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).
 - d. 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.
2. **Submission Option 2:** Respondent shall submit the following through the Online Bid Room utilizing the procedures in **Exhibit M, HHS Online Bid Room**:
 - a. One file named “Original Proposal” that contains the Respondent’s entire proposal in searchable PDF.
 - b. In accordance with **Section 8.1.5, Public Information Act – Respondent Requirement Regarding Disclosure**, one file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.
 - c. One file named “Cost Proposal” that contains the Respondent’s Cost Proposal in Excel format with active formulas (compatible with Microsoft Office 2000).

- d. In accordance with **Section 6.9, HUB Subcontracting Plan**, one file named “HUB Subcontracting Plan” that contains the Respondent’s HUB Subcontracting Plan.

3.7.3 Labeling and Delivery for Certain Submission Options

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

| U.S. Postal Service | Overnight/Express Mail/ Hand Delivery | Online Bid Room |
|---|---|--|
| HHSC Procurement and Contracting Services (PCS) Bid Room Attn: Michele Rivers P.O. Box 149166 Austin, TX 78714-9166 | HHSC Procurement and Contracting Services (PCS) Bid Room Attn: Michele Rivers 1100 West 49 th Street; Mail Code 2020 Building S Austin, TX 78756 | See Section 3.7.2, (Submission Option 2) and <u>Exhibit M, HHSC Online Bid Room</u> https://hhs.texas.gov/doing-business-hhs/contracting-hhs/hhs-online-bid-room |

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

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

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

| | |
|---------------------------------------|---|
| SOLICITATION NO: | HHS0010062 |
| SOLICITATION NAME | Maternal and Child Health/Pregnancy Risk Assessment Monitoring System |
| SOLICITATION RESPONSE DEADLINE | August 20, 2021 at 10:30 a.m. Central Time |

| | |
|-------------------------|--|
| FOR: | Data Collection and Monitoring according to CDC guidelines |
| PURCHASER NAME: | Michele Rivers, CTCD, CTCM |
| RESPONDENT NAME: | |

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

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 3.4.1, Sole Point of Contact**; or (2) modify its Solicitation Response by submitting a written amendment to the Sole Point of Contact identified in **Section 3.4.1, Sole Point of Contact**. The Respondent must reference the section(s) of their submission that will be replaced by the amendment or removed by written request. HHSC or DSHS 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

Solicitation Responses shall be evaluated in accordance with Texas Government Code Section 2155.144(d) and Title 1 Administrative Code Part 15, Chapter 391, Subchapter B, Section 391.209. HHSC or DSHS 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 DSHS. **Please provide proof of the following items and clearly identify them in your proposal.**

1. Respondents must have a minimum of one year experience in two modes of data collection (“bimodal data collection”) where the two modes are mail and phone for data collection operations;
2. Respondents must be financially solvent and adequately capitalized based on a review of documentation required by **Section 6.7, Other Reports**;

3. Respondents must be authorized to do business in the State of Texas;
4. Respondents shall have bilingual (English and Spanish) phone interviewers and bilingual (English and Spanish) mail operations staff;
5. Respondents must have recently been in business for a minimum of five (5) years, or the principals/owners must have had recent ownership/executive management experience in a previous company that provided data collection services; and
6. Respondents have submitted the Solicitation Response in accordance with **Section 3.7, Solicitation Response Submission and Delivery**, including all Solicitation Consideration (SC) and Award Consideration (AC) Documents.

4.1.3 Selection Methodology

Solicitation Responses that meet the minimum qualifications will be submitted to the evaluation team for review and scoring. Each member of the evaluation team will receive a copy of each responsive Solicitation Response. The evaluators will review the Solicitation Responses considering the criteria list in **Section 4.1.4, Written Response Evaluation Criteria**.

Individual evaluators will score the Solicitation Responses. This procurement will utilize an aggregated individual evaluation methodology as outlined by this section.

The following subsections describe the evaluation process.

4.1.3.1 Initial Compliance Screening

The System Agency will assess all the minimum qualifications prior to starting the evaluation of Solicitation Responses. Screening of minimum qualifications may result in disqualifications from evaluation. If, at any time, it is determined by the agency that the Respondent does not meet the minimum qualifications, the Respondent may be disqualified from further consideration.

HHSC will disqualify any Solicitation Response that does not include the following completed Solicitation Consideration (SC) Documents:

1. **Exhibit A, HHS Solicitation Affirmations v1.8**;
2. **Exhibit G**, HUB Subcontracting Plan; and
3. **Exhibit P**, Cost Proposal.

HHSC may disqualify any Solicitation Response that does not include all other Solicitation Consideration (SC) Documents, at its sole discretion. Reference **Section 3.7, Solicitation Response Submission and Delivery** and **Article IX – Submission Checklist**.

HHSC or DSHS may contact references provided in response to this Solicitation. HHSC or DSHS may contact Respondent's clients, or solicit information from any available source, including the Comptroller's Vendor Performance Tracking System. Any information received from these sources may be grounds for disqualification from consideration for Award if that information, in HHSC's or

DSHS's sole discretion, suggests that the Respondent may perform poorly if selected.

4.1.3.2 Written Solicitation Response Evaluation

Once each member of the evaluation team has reviewed the Solicitation Responses, they will score the Solicitation Responses against the criteria in **Section 4.1.4, Written Response Evaluation Criteria**.

Solicitation responses will be evaluated utilizing aggregated individual scoring and the methods outlined in **Article IV – Solicitation Response Evaluation and Award Process**. The individual evaluator's final scores will be aggregated and averaged, resulting in the Final Written Solicitation Response Scores.

4.1.3.3 Final Award Determination

The final selection for Award will be based on **Section 4.1.3, Selection Methodology** and **Section 4.1.4, Written Response Evaluation Criteria**.

4.1.4 Written Response Evaluation Criteria

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

1. Cost [30%]
2. Project Work Plan [30%]
3. Technical Proposal [10%]
4. Qualifications and Experience [30%]

4.1.4.1 Final Score

A Respondent's final score will be determined by the evaluation criteria in **Section 4.1.4, Written Response Evaluation Criteria**.

4.2 BEST AND FINAL OFFER

HHSC or DSHS may, at its sole discretion, request a best and final offer ("BAFO") 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 criteria in **Section 4.1.4, Written Response Evaluation Criteria** and, if applicable, the final score (as outlined by **Section 4.1.4.1, 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.

4.3 QUESTIONS OR REQUEST FOR CLARIFICATION BY HHS OR DSHS

HHSC or DSHS reserves the right to ask questions or request clarification from any Respondent at any time during the Solicitation process, including during the BAFO process.

ARTICLE V. NARRATIVE/TECHNICAL PROPOSAL

5.1 NARRATIVE PROPOSAL

5.1.1 Executive Summary

Respondent will provide a high-level description on how Respondent will be responsible for collecting data using mailing surveys and phone interviews to accomplish the activities in **Section 2.1.4, Contractor's Data Collection Responsibilities**. Include how Respondent will carry out all processes in a timely manner and stay within budget.

5.1.2 Project Work Plan

Respondent will describe proposed processes and methodologies for providing all components of the Scope of Work described in Article II, including the Respondent's approach to meeting the Project schedule. Specific areas to be covered include:

1. Description of how Respondent will carry out mailing services, surveys and phone interviews to carry out requirements of this Solicitation (See **Section 2.1.4, Contractor's Data Collection Responsibilities**).
2. Description of specific processes and methods the Respondent will use for preparation of documents including the pretesting of documents and mailing services with bilingual speakers (See **Section 2.1.4, Contractor's Data Collection Responsibilities**).
3. Description of the Respondent's processes and procedures for training staff on interviewing, data entry and data management and collections (See **Section 2.1.6, Contractor's Human Subjects Training Responsibilities**).

5.1.3 Technical Proposal

1. Software and Hardware Components

Describe how Respondent meets PIDs requirements for hardware and software components. Provide details on the software and hardware components the Respondent proposes to use in its system, most importantly the capabilities to maintain the CDC PRAMS Integrated Data Collection System or PIDS for the processes described in the CDC PRAMS protocol. Please refer to **Exhibit Q, Current PRAMS**

Protocol for the corresponding chapters and appendices where PIDS processes are outlined. 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.

5.1.4 Experience

Respondent must provide descriptions of its organizational experience. Specific areas to be covered shall include:

1. Description of the organizations experience with administering government or federal surveys. Include any specific projects done that are related to CDC.
2. Description of the organization's experience doing scripted interviews for Government entities. Please provide any PRAMS related experience.
3. Description of the Respondent's experience providing bimodal (mail and phone operations) or trimodal (mail, phone, and web survey operations) data collection.
4. Description of the Contractor's experience entering data into government-based reporting systems (See **Section 2.1.5, Contractor's Data Entry Responsibilities**).

5.1.5 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. Respondent must identify and describe the Respondent's and any of its subcontractors' proposed labor skill set and provide résumés of all proposed Key Personnel. Respondent's staff résumés must demonstrate experience germane to the position proposed. Respondent's staff résumés must include work on projects cited under the Respondent's corporate experience, and the specific functions performed on such projects. Respondent résumé must include at least three (3) references from recent projects. References may not be the Respondent's or subcontractor's employees or officers.

All personnel with Spanish speaking or writing proficiency must be clearly identified in a subset of resumes. Please describe what their roles are in relation to mailing operations staff services verses phone interviewers.

Contractor shall not remove any team member from its team that conducts PRAMS related activities during the Contract term. In the event the Contractor determines a change of a team member that conducts PRAMS-related activities is required, or DSHS requests the replacement of a team member that conducts PRAMS-related activities, the Contractor shall ensure that:

1. **DSHS receives five (5) days' notice prior to removal of any team member that conducts PRAMS-related activities; and**
2. **DSHS has the right to review the qualifications/credentials of the proposed new team member that will conduct PRAMS-related activities and approve the proposed team member replacement.**

5.1.6 Value-Added Benefits

Describe 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.

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:

6.1.1 Company Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in **Article II, Statement of Work**, 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 REFERENCES

Respondent shall provide a minimum of five (5) references from similar contracts or projects performed, preferably for state and/or local government, within the last five (5) years. **References should not include DSHS employees currently working in the PRAMS program area.** Respondent must verify current contracts. Information provided shall include:

1. Client name;
2. Contract/project description;
3. Total dollar amount of contract/project;
4. Key staff assigned to the referenced contract/project that will be designated for work under this Solicitation; and
5. Client contract/project manager name, telephone number, fax number, and email address.

6.3 MAJOR SUBCONTRACTOR INFORMATION

Respondent must identify any major subcontractors whom Respondent intends to utilize in performing fifteen percent (15%) or more of any Contract. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Respondent's obligations under any Contract awarded pursuant to this Solicitation.

6.4 LITIGATION AND CONTRACT HISTORY

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

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFP 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 all of the following affirmations and certifications:

1. **Exhibit A, HHS Solicitation Affirmations v1.9;**
2. Federal assurances and certifications:
 - a. **Exhibit J, Assurances – Non-Construction Programs;** and
 - b. **Exhibit K, Certification Regarding Lobbying.**
 - c. **Exhibit L, FFATA Certification**

6.7 OTHER REPORTS

6.7.1 Dun and Bradstreet Report

Respondents with a Dun and Bradstreet number must include a Comprehensive Insight Plus Report, Business Information Report, or Credit eValuator Report with their Solicitation Response.

6.7.2 Financial Capacity

All Respondents must supply evidence of financial capacity sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this Solicitation.

6.7.3 Financial Statements and Financial Solvency

1. Respondent must submit electronically in a word searchable .PDF format an annual report, which must include:

- a. Last three (3) years of Audited Financial Statements, including all supplements, management discussion and analysis, and actuarial opinions.
- b. If applicable, last three (3) years of consolidated statements for any holding companies or affiliates
- c. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

At a minimum, such financial statements must include:

- i. Balance sheet,
 - ii. Income Statement,
 - iii. Statement of Changes in Financial Position,
 - iv. Statement of Cash Flows, and
 - v. Capital Expenditures.
2. 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.
 3. 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 6.7.4 (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.
 4. 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 6.7.3 for each such entity, including the most recent detailed financial report for each such entity.
 5. 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.

6.7.4 Alternate Report

If Respondent(s) is unable to provide the annual report specified above, Respondent(s) 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 this Contract.

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.

6.8 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 **Section 6.7.3, Financial Statements and Financial Solvency**, 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. 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 3.7, Solicitation Response Submission and Delivery**, labeled: "HUB Subcontracting Plan (HSP)," and include all supporting documentation in accordance with **Exhibit G, HUB Information**.

A courtesy review of a Respondent's HSP is available to assist Respondents in providing a complete and responsive HSP and determine whether any deficiencies exist. To request a courtesy review, submit the completed HSP and all supporting documentation in PDF to the HUB coordinator no later than the date specified in **Section 3.1, Schedule of Events**.

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

E-mail Subject Line: **HSP Courtesy Review, RFP No. HHS0010062, August 6, 2021 at 2:00 p.m. Central Time**

This courtesy review may only identify possible deficiencies. The final compliance determination will be made on the HSP submitted with the Solicitation Response.

ARTICLE VII. COST PROPOSAL

7.1 COST PROPOSAL

As noted above in **Section 3.7, Solicitation Response Submission and Delivery**, cost information must not be included with the Respondent's Information and Business proposal. Respondent must submit a cost proposal for the services listed in **Article II, Statement of Work**.

Respondent's Cost Proposal will consist of a **Cost Proposal Narrative** and **Exhibit P, Cost Proposal**. Both the narrative and the exhibit will be used to evaluate cost using criteria in **Exhibit H, Evaluation Tool**.

7.1.1 Cost Proposal Requirements

The Cost Proposal must include the following sections listed below:

1. **Exhibit P, Cost Proposal**

Respondent will submit one (1) complete **Exhibit P, Cost Proposal** for the initial fourteen (14) month initial term of survey data collection, February 1, 2022 to March 31, 2023, with the understanding that the cost proposal will be binding upon the available contract renewal periods listed in **Section 2.2.2 Contract Term** of this Solicitation.

Additional instructions are provided in **Exhibit P-1, PRAMS Fixed Budget Cost Proposal Instructions** for the cost proposal.

All Cost Proposal pages must be submitted, even if the amount is \$.00. If the information requested on a page is not applicable, mark the page "NOT APPLICABLE."

2. **Cost Proposal Narrative**

In addition to submitting **Exhibit P, Cost Proposal**, Respondent must submit a separate Cost Proposal Narrative as described in **Exhibit P-1, PRAMS Fixed Budget Cost Proposal Instructions**.

a. Primary Considerations for the Cost Proposal Narrative are:

- i. Is the cost reasonable;
- ii. Is the cost allowable;
- iii. Is the cost necessary and allocable to the PRAMS program;
- iv. Is justification provided to support the cost; and
- v. Does the Cost Proposal reflect priorities supportive of the PRAMS program?

b. Required Items to Address

The Cost Proposal narrative should address, but is not limited to:

- i. Justification of administrative cost, both as a line item and as a percentage of the total Cost Proposal in comparison to direct mailing and interviewing costs;
 - ii. Justification related to staff, including but not limited to,
 - iii. number of direct staff and justification relative to:
 - a) Expected number of mailings;
 - b) Expected number of interviews and follow-ups; and
 - c) Expected use of bilingual staff

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Amendment

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 the System Agency.

8.1.3 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by any System Agency to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. 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

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 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 - Affirmations and Solicitation Acceptance (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 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, 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 the System Agency and all other state agencies, without cost or liability.

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 General Insurance Requirements

Contractor shall carry insurance in the types and amounts indicated in Exhibit S, Insurance Requirements for the duration of the Contract.

1. 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 to do 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.

8.2.2 Alternative Insurability

Notwithstanding the preceding, 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 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. 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 C, Protests.

8.4 STANDARDS OF CONDUCT FOR VENDORS

Pursuant to Title 1 of the Texas Administrative Code (TAC), Part 15, Chapter 391, Subchapter D, Rule §391.405(a), contractors, respondents, and vendors interested in working with HHS are required to implement standards of conduct to apply to all matters involving, or related to, those solicitations and contract(s) between themselves and HHS. These standards must adhere to ethics requirements adopted in rule, in addition to any ethics policy, or code of ethics approved by the HHSC Executive Commissioner and must be at least as restrictive as those applicable to HHS personnel in the applicable ethics law and policy provisions.

The standards of conduct must include the ten standards of ethical conduct set forth in Section I of the HHS Ethics Policy and requirements to comply with ethical standards set forth in federal and state law (including, but not limited to, 1 TAC pt. 15, ch. 391, subch. D).

The standards of conduct, together with the responsibilities and restrictions incorporated herein, also apply to subcontractors of contractors, respondents and vendors.

Standards of conduct of any contractor, respondent or vendor may be reviewed and/or audited by the State Auditor and HHSC. Additionally, pursuant to Title 1 TAC Part 15, Chapter 391, Subchapter D, Rule §391.405(a), HHS may examine a respondent's standards of conduct in the evaluation of a bid, offer, proposal, quote, or other applicable expression of interest in a proposed purchase of goods or services.

Any vendor or contractor that violates a provision of Title 1 TAC Part 15, Chapter 391, Subchapter D may be barred from receiving future contracts or have an existing contract canceled. Additionally, HHSC may report the vendor's actions to the Comptroller of Public Accounts for statewide debarment, or law enforcement.

ARTICLE IX. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that are requested in this Solicitation.

Original Solicitation Response Package

The Solicitation Package must include the Solicitation Response in one of the approved submission methods identified in **Section 3.7, Solicitation Response Submission and Delivery**.

a. Proposal and Respondent Information

| | | | |
|---|---------------------------|----|-------|
| 1. Narrative Proposal | (Section 5.1) | SC | _____ |
| 2. Technical Proposal | (Section 5.1.3) | SC | _____ |
| 3. Company Information | (Section 6.1) | SC | _____ |
| 4. References | (Section 6.2) | AC | _____ |
| 5. Major Subcontractor Information | (Section 6.3) | SC | _____ |
| 6. Litigation and Contract History | (Section 6.4) | AC | _____ |
| 7. Conflicts | (Section 6.5) | SC | _____ |
| 8. Affirmations, Assurances, and Certifications | | | |
| Exhibit A, Solicitation Affirmations | (Section 6.6) | SC | _____ |
| Exhibit J, Assurances – Non-Construction Programs | (Section 6.6) | AC | _____ |
| Exhibit K, Certification Regarding Lobbying | (Section 6.6) | AC | _____ |
| Exhibit L, FFATA Certification | (Section 6.6) | AC | _____ |
| 9. Exhibit E, Exceptions, if applicable | (Section 3.6.4) | AC | _____ |
| 10. Exhibit F, Assumptions, if applicable | (Section 3.6.6) | AC | _____ |
| 11. Other Reports | (Section 6.7) | AC | _____ |
| 12. Corporate Guarantee | (Section 6.8) | AC | _____ |
| 13. Exhibit D-1, Attachment 2 to the DUA, SPI | (Section 2.3) | AC | _____ |
| b. Cost Proposal & Cost Proposal Narrative | (Article VII & Exhibit P) | SC | _____ |
| c. HUB Subcontracting Plan | (Section 6.9 & Exhibit G) | SC | _____ |

Files to be provided

2 Two USBs – One Labeled “Copy” and One Labeled “Original” with all of the appropriately labeled files in the checklist below.

1 One file named “Original Proposal” that contains the Respondent’s entire proposal in searchable PDF.

1 One file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.

1 One file named “Cost Proposal” that contains the Respondent’s Cost Proposal in Excel format with active formulas (compatible with Microsoft Office 2000).

1 One file named “HUB Subcontracting Plan” that contains the Respondent’s HUB Subcontracting Plan.

ARTICLE X. LIST OF EXHIBITS

EXHIBIT A, HHS SOLICITATION AFFIRMATIONS v1.9

EXHIBIT B, HEALTH AND HUMAN SERVICES (HHS) UNIFORM TERMS AND CONDITIONS - VENDOR, VERSION 3.2

EXHIBIT C, HEALTH AND HUMAN SERVICES (HHS) ADDITIONAL PROVISIONS, VERSION 1.0

EXHIBIT D, DATA USE AGREEMENT (DUA)

EXHIBIT D-1, ATTACHMENT 2 TO THE DUA, SECURITY AND PRIVACY INQUIRY (SPI)

EXHIBIT E, EXCEPTIONS FORM

EXHIBIT F, ASSUMPTIONS FORM

EXHIBIT G, HUB INFORMATION

EXHIBIT H, EVALUATION TOOL

EXHIBIT I, SIGNATURE DOCUMENT

EXHIBIT J, ASSURANCES - NON-CONSTRUCTION PROGRAMS

EXHIBIT K, CERTIFICATION REGARDING LOBBYING

EXHIBIT L, FFATA CERTIFICATION

EXHIBIT M, HHS ONLINE BID ROOM

EXHIBIT N, CURRENT PRAMS SURVEY INSTRUMENT

EXHIBIT O, DATA COLLECTION TIMELINE

EXHIBIT P, COST PROPOSAL

EXHIBIT P-1, FIXED BUDGET COST PROPOSAL INSTRUCTIONS

EXHIBIT Q, CURRENT PRAMS PROTOCOL

EXHIBIT R, REPORTING FORM FOR UNUSUAL/UNFORESEEN EVENTS

EXHIBIT S, INSURANCE REQUIREMENTS