

**Cecile Erwin Young, Executive Commissioner**

**Open Enrollment**

**for**

***Board for Evaluation of Interpreters (BEI) Rater Services***

**Enrollment Number:** **HHS0001199**

**Enrollment Period Opens: August 7, 2018**

**Enrollment Period Closes: August 31, 2023**

**NIGP Class/Item Code:**

**962-58 Professional Services (Not Otherwise Classified)**

Addendum 3 – October 13, 2020

Addendum 2 – March 23, 2020 Revision March 26, 2020

Addendum 1 – July 8, 2019

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# GENERAL INFORMATION

## Scope

The State of Texas, acting by and through the Health and Human Services Commission (“HHSC” or “System Agency”), for and on behalf of its Office of Deaf and Hard of Hearing Services (“ODHHS”), seeks rating services of interpreter candidates for the Board for Evaluation of Interpreters (“BEI”) certification program, in addition to providing other specialized services on an as needed basis in accordance with the specifications contained in this open enrollment.

## Point of Contact

The HHSC Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

***Margaret Susman, CTCM***

***701 W 51st Street, MC3027***

***Austin, Texas 78751***

***512-438-4862***

[***margaret.susman@hhsc.state.tx.us***](mailto:margaret.susman@hhsc.state.tx.us)

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above, unless specifically instructed to an alternate Contact by the HHSC Point of Contract. Failure to comply with these requirements may result in an application being disqualified.

An alternate contact will be provided to applicants by email upon completion of the initial screening conducted by the HHSC Point of Contact.

## Procurement Schedule

All dates are subject to change at HHSC’s discretion. Applications must be received by the HHSC Point of Contact identified in [Subsection 1.2](#_Point_of_Contact) by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

| **Procurement Schedule** | |
| --- | --- |
| Open Enrollment Period Opens | **August 7, 2018** |
| Open Enrollment Period Closes | **August 31, 2023** |
| Anticipated Contract Start Date | **Upon Contract Award** |

## Background

#### **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, HHSC has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with *Texas Government Code* Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (“HHS System Agencies”). HHSC’s chief executive officer is Cecile Erwin Young, Acting Executive Commissioner.

#### **Project Overview**

HHSC will work in collaboration with Contractors to provide rater services to rate a BEI interpreter test candidate's performance test based on established testing criteria prior to the possible issuance of certificates for sign language and oral interpreters for persons who are deaf or hard of hearing.

## Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants shall:

#### Submit the required and completed Application, supporting documentation, and forms;

#### Hold a valid Advanced, Master, SEE, MSS, OC:C, OC:V, Court, Trilingual Advanced, Trilingual Master, Level III, Level IV, or Level V, BEI interpreter certificate for a period of five years or more or hold a valid BEI CDI, Level V Intermediary, RID CDI, or BEI Medical interpreter certificate, or if the applicant is deaf have:

1. Three years of experience teaching at an Interpreter Training Program or
2. hold a valid American Sign Language Teachers Association (ASLTA) certification;

#### Possess a knowledge of linguistics, sign language theory, and interpreting for the specified level of certification for which rating services are to be provided;

#### Be a Texas resident;

#### Be trained by ODHHS prior to participating in scoring sessions;

#### Work effectively in teams;

#### Possess a knowledge of the English language, paraphrasing, mirror writing, and oral interpreting support techniques to provide Oral rating services;

#### Be an entity free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts: [http://comptroller.texas.gov/procurement/prog/ vendor\_performance/debarred/](https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php);

#### Be free to participate in federal contracts with the System of Award Management (“SAM”). Applicant is ineligible to apply for funds under this open enrollment if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website: <https://www.sam.gov/SAM/>; and

#### Be free from negative reports in the Vendor Performance Tracking System on the Centralized Master Bidders List (“CMBL”): [https://mycpa.cpa.state.tx.us/tpasscmbl search/index.jsp](https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp).

## Strategic Elements

#### **Contract Type and Term**

HHSC will award one or more Contracts for **BEI Rater services**. The initial resulting Contract term will be **from the contract effective date through August 31, 2023**. HHSC reserves the option to renew the term of the resulting Contract for period or periods of time no greater than a cumulative total of five (5) years, which five-year period includes the original contract term.

At the sole option of HHSC, any resulting Contract may also be extended beyond all exercised renewal periods as necessary to complete the mission of this open enrollment, ensure continuity of service, or as otherwise determined by HHSC to serve the best interest of the state.

#### **Contract Elements**

The term “Contract” means any contract awarded as a result of this open enrollment and all exhibits, amendments, or addenda to the Contract. At a minimum, the following documents will be incorporated into the Contract: any modifications, addenda, or amendments issued in conjunction with this open enrollment; applicable HHSC Uniform Terms and Conditions - Vendor (Version 2.15); HHSC Special Conditions; General Affirmations (Version 1.2); and the successful Applicant’s Application. However, any term, condition, or other part of Applicant's Application that has been rejected by HHSC that is not accepted in writing by HHSC, or that conflicts with applicable law, the Contract, this open enrollment solicitation, exhibits to this open enrollment or the Contract, or applicable terms and conditions will not constitute part of the Contract. The HHSC Uniform Terms and Conditions are attached as **Attachment A** to this open enrollment.

Any term, condition, or other part of Applicant's Application that has been rejected by HHSC, that is not accepted in writing by HHSC, or that conflicts with applicable law, the Contract, this open enrollment, exhibits to this open enrollment or the Contract, or applicable terms and conditions will not constitute part of the Contract.

The legal authority for any contract awarded pursuant to this open enrollment will be in accordance with the *Texas Government Code* Chapter 531 and *Texas Human Resources Code* Chapter 81.

## Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the HHS Enrollment Opportunities web page located at: <https://apps.hhs.texas.gov/pcs/openenrollment.cfm>.

HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [HHS Open Enrollment website](https://apps.hhs.texas.gov/pcs/openenrollment.cfm). Applicant must check the [HHS Open Enrollment website](https://apps.hhs.texas.gov/pcs/openenrollment.cfm) frequently for changes and notices of matters affecting this open enrollment.

All questions and comments regarding this open enrollment should be sent to the HHSC Point of Contact identified in [Subsection 1.2](#_Point_of_Contact). Questions must reference the appropriate page and section number. HHSC’s will post subsequent answers to questions to the [HHS Open Enrollment website](https://apps.hhs.texas.gov/pcs/openenrollment.cfm) as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC Point of Contact (designated in [Subsection 1.2](#_Point_of_Contact) of this open enrollment) in writing of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or error in this open enrollment prior to submitting an Application. If an Applicant fails to timely notify HHSC of such issues, Applicant submits its Application at its own risk and, if awarded a contract, Applicant: (1) shall have waived any claim of error or ambiguity in the open enrollment or resulting contract, (2) shall not contest HHSC’s interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of, or later correction of, the ambiguity, conflict, discrepancy, exclusionary specification, omission, or error.

## Applicant Notifications and Questions

Any notification or questions by the Applicant regarding this open enrollment must be submitted in writing to the HHSC Point of Contact designated in [Subsection 1.2](#_Point_of_Contact) of this open enrollment, unless otherwise specified. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant’s responsibility to monitor this email address for Application-related information.

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# STATEMENT OF WORK

## Program Purpose

The purpose of the ODHHS BEI program is test, rate, and issue certificates for sign language and oral interpreters for persons who are deaf or hard of hearing. This project is to provide rater services to rate a BEI interpreter test candidate's performance test based on established testing criteria.

## Applicant/Contractor Requirements

Applicant if awarded a contract shall:

#### **Rater:** evaluates the skills of interpreter candidates at varying levels in accordance with the prescribed scoring methodology based on level and type of certification as established by the ODHHS, and must rate within an acceptable standard deviation range to ensure a high level of inter-rater reliability. The rater scoring process involves providing effective dialogue and working harmoniously with team members while reviewing and scoring each candidate’s performance to assess their proficiency in one or more of the following areas as appropriate to the test taken:

#### Spoken English-to-American Sign Language (“ASL”);

#### Spoken English-to-Signed English;

#### ASL-to-Spoken English;

#### Signed English-to-Spoken English;

#### Sight Translation;

#### ASL-to-Spoken English-to-Spoken Spanish (Trilingual interpreting);

#### English-to-Spanish Sight Translation and Spanish-to-English Sight Translation;

#### Spoken English-to-SEE;

#### SEE-to-Spoken English;

#### Spoken English-to-MSS;

#### MSS-to-Spoken English;

#### Visible-to-Spoken English (Oral transliterating/paraphrasing);

#### Spoken English-to-Visible; Simultaneous Interpreting;

#### Consecutive Interpreting;

#### Consecutive Interpreting (Native ASL-to-Novice Sign Language);

#### Simultaneous Interpreting (ASL-to-Close Vision Interpreting);

#### Platform (ASL-to-ASL); and

#### One-way Consecutive Interpreting (ASL-to-Visual Gestural Communication (“VGC”)).

#### **Trainer:** function as a trainer during the morning of the first day of the rater scoring session to provide presentations to raters on scoring procedures prescribed by ODHHS and function as a team leader beginning with the afternoon of the first day of the rater scoring session and subsequent days of the session.

#### **Team Leader:** function as a team leader in accordance with the prescribed scoring methodology during scheduled rater scoring sessions to ensure prescribed scoring methodology outlined in the BEI Rater Manual is adhered. This includes, but not limited to, double checking objective and subjective ratings to ensure candidate is a clear pass or clear fail and taking necessary steps to guide team in discussion when results are in the critical range to ensure a valid end results; documenting and reporting to ODHHS issues that arise during training or rating sessions that are disruptive and impedes rating teams ability to function in a productive and harmonious manner, and shall attend the specialized team leader training and regular rater training session.

#### **Proctor:** provide proctoring services to administer a proficiency test or performance test to prospective interpreter candidates, which may be held at various sites throughout the state of Texas. ODHHS will provide the Contractor written guidance regarding the number of hours authorized for each candidate under this Contract prior to each request for BEI Raters proctoring services.

#### **Data Analyst:** function as a data analyst for entering, analyzing and reporting rater consensus scoring for TX BEI and other states licensed to use BEI exams. The report shall include the standard deviation per candidate, per rater, and must identify outliers, and shall be submitted to ODHHS within 15 calendar days from the last day of the scoring session. Contractor shall provide all working documents, electronic and paper form, within 5 business days, upon request by ODHHS.

#### **Lead Trainer:** prepares training materials, and obtains ODHHS approval and provides at least two business days of instruction pertaining to the BEI scoring methodology to newly contracted raters or a rater needing additional training. All prepared training materials are property of ODHHS and must be returned at conclusion of training event.

#### **TEP Site Monitor:** function as a TEP test taker by taking the TEP at a location established by ODHHS, noting performance of test proctors, and any environmental distractions. Monitor must complete and submit to the ODHHS Contract Administrator, within two business days, an evaluation of test proctor services on a form approved by ODHHS. TEP Site Monitor requires the monitor to stay on site for at least 45 minutes.

## Service Delivery Area(s)

The service area for the BEI program test candidates is primarily throughout the state of Texas, but can be nation-wide, based upon approval of application and invitation by ODHHS. ODHHS will designate specific locations that Contractor, upon request by ODHHS, will provide services.

## Eligible Population

BEI program test candidates will be determined in accordance with the established rules set forth in 40 *Texas Administrative Code*, Part 2, Chapter 109.

# PAYMENT

## Payment

#### **Availability of Funds**

#### If funds any resulting Contracts become unavailable during any budget period, HHSC may immediately terminate or reduce the amount of the resulting Contract at the discretion of HHSC. Contractor will have no right of action against HHSC, if HHSC cannot perform its obligations under this Contract due to a lack of funding for any activities or functions outlined within the Statement of Work Sections of this open enrollment.

#### HHSC does not guarantee funding at any level and may increase or decrease funds at any time during the term of a Contract resulting from this open enrollment.

#### Contractor may not use funds received from HHSC to replace any other federal, state, or local source of funds awarded under any other contract.

#### **Method of Payment**

#### HHSC determines when rating services are requested and HHSC determines which performance test candidate a contractor rates and which service to be provided. The Contract resulting from this open enrollment will be paid in accordance with the contract requirements as stated below:

#### $30 for each candidate evaluated for OC:B, SEE or MSS certification.

#### $35 for each candidate evaluated for Basic certification.

#### $40 for each candidate evaluated for Level III-Intermediary, Level V-Intermediary, OC:V or OC:C.

#### $45 for each candidate evaluated for Advanced, Master, or Trilingual Advanced or Trilingual Master certification.

#### $47.50 for functioning as team leader for each candidate evaluated for certification.

#### $25 stipend per hour of training to be paid in 30 minute increments for raters and team leaders for attending the mandatory pre-rater training session prior to participating in scoring interpreter candidates.

#### $40 per hour for functioning as proctor services.

#### $150 per rater scoring session or pre-rater training for functioning as trainer.

#### $150 per TX BEI rater scoring session for functioning as data analyst; $25 per BEI rater scoring session for functioning as data analyst for other states authorized to use TX BEI exam per licensing agreements with HHSC;

#### $600 per day for functioning as lead trainer. Reimbursement for travel in accordance with Subsection 3.1.2 (a-r).

#### $18.75 stipend per hour of training to be paid in 30 minute increments for attending any ODHHS-mandated training, not to include the pre-rater training session, either annually or as needed. Reimbursement for travel in accordance with Subsection 3.1.2 (a-r).

#### Raters and team leaders attending any ODHHS-mandated training, not to include the pre-rater training session may in lieu of the stipend in accordance with Subsection 3.1.2 (k), choose to accept approved continuing education units (CEUs) for the BEI rater training event in accordance with ODHHS Services Manual Chapter 3, that is available online and can currently be accessed at: [https://hhs.texas.gov/lawsregulations/handbooks/ office-deaf-hard-hearing-services-manual](https://hhs.texas.gov/lawsregulations/handbooks/office-deaf-hard-hearing-services-manual).

#### $75 plus TEP proctor fee for functioning as a TEP site monitor.

#### $50 for each candidate evaluated for Court or Medical certification.

#### $52.50 for functioning as team leader for each candidate evaluated for Court or Medical certification.

#### $55 for each candidate evaluated for BEI CDI.

#### $57.50 for functioning as team leader for each candidate evaluated for BEI CDI.

#### Reimbursement for travel for services in accordance with the State of Texas Travel Allowance Guide.

#### Overnight travel must be pre-approved in writing by ODHHS. The amount of reimbursement for commercial airline fares shall not exceed the cost of the lowest available airfare between the contractor’s location and the HHSC location that the work will be performed. The contractor must make a good faith effort to obtain the lowest available airfare.

#### Contractor shall only be compensated for travel in accordance with the State of Texas Travel Allowance Guide for services rendered during a Pilot Rater.

#### **Rater Sessions**

#### For purposes of the Contract, rater scoring sessions typically last 2 to 3 days and consist of the following activities:

#### The morning of the first day begins with a mandatory rater training session.

#### The afternoon begins the rater scoring session and will continue through subsequent days. The following shall be followed:

1. Raters will be paid for the training session as stipulated in Subsection 3.1.2 (f).
2. Raters will be paid for the rater scoring session as stipulated in Section Subsection 3.1.2 (a-d).
3. Trainers will be paid as a trainer for that first day as stipulated in Subsection 3.1.2 (h); and
4. Team leaders will be paid for the subsequent days as stipulated in Subsection 3.1.2 (e).

## Invoicing Process

#### The Contractor will submit to ODHHS a total bill each month in the format prescribed by HHSC and in accordance with the ODHHS BEI rater rates and guidelines.

#### **Invoice billing statements submitted to HHSC must include:**

* Contractor’s Legal Name;
* State of Texas Vendor number or federal tax Identification number;
* Remit-to address;
* HHSC ODHHS Contract Number;
* Invoice total;
* Description of services performed;
* Period covered by the invoice;
* Number of candidates evaluated during a scoring session;
* Number of hours worked for proctoring the TEP, ASL Proficiency, or TSP; and
* Service rate.

#### The invoice shall comply with all applicable state requirements or may be rejected for payment until Contractor provides conforming invoices. Payment to Contractor shall be as specified in the contract for services provided, which will be compared to the contract requirements and other documentation submitted and shall be subject to HHSC approval. All services shall be performed to HHSC satisfaction, and HHSC shall not be liable for any payment pursuant to the resulting contract for services which are unsatisfactory and which have not been approved by HHSC.

#### Invoices are to be mailed to:

#### **Health and Human Services Commission**

#### **Attention: ODHHS CSSA Program**

#### **P.O. Box 12904**

#### **Austin, Texas 78711**

#### ***or by email to:*** [***dshs.bei@hhsc.state.tx.us***](mailto:dshs.bei@hhsc.state.tx.us)

# INFORMATION AND SUBMISSION INSTRUCTIONS

## Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

## Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all responses or portions thereof.

## Joint Applications

HHSC will not consider joint or collaborative responses that require it to contract with more than one Applicant in a single contract.

## Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to Contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in [Subsection 1.2](#_Point_of_Contact).

## Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. HHSC or any HHS system agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, Contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the state of Texas.

## Application Submission Instructions

Applicant must submit **via email an electronic copy** of all required documents as scanned versions (.pdf) to the email address identified below in [Subsection 4.7](#_Delivery_of_Applications). If Applicant is having difficulty providing an electronic Application submission, contact the HHSC Point of Contact identified in [Subsection 1.2](#_Point_of_Contact) of this open enrollment for hard copy submittal accommodations. HHSC will notaccept enrollment applications by fax.

## Delivery of Applications

#### Submit all copies of the Application to the email address provided below. **All required documents must be received by HHSC** by **the due date and time listed in the** [**Procurement Schedule**](#_Procurement_Schedule) **in** [**Subsection 1.3**](#_Procurement_Schedule) **of this open enrollment.**

|  |
| --- |
| **Delivery Option** |
| **Email Address for Delivery**  (Operating Hours – 8:00 A.M. to 5:00 P.M.) |
| Health and Human Services Commission  Attn: **Margaret Susman**  Email Address: [**margaret.susman@hhsc.state.tx.us**](mailto:margaret.susman@hhsc.state.tx.us) |

#### HHSC reserves the right to reject late submissions. It is the Applicant’s responsibility to appropriately title (subject line) and email the Application to HHSC by the specified time and date. Time and date are based upon the full Application being received and viewable by HHSC.

#### All Applications become the property of HHSC after submission.

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# ELIGIBILITY DETERMINATION

## Initial Compliance Screening

HHSC will perform an initial screening of all Applications received. Unsigned Applications and Applications that do not include all required forms and sections are subject to rejection without further evaluation.

If the Application passes the initial screening, the contract manager will contact the Applicant for further instructions or actions.

## Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

#### The Applicant fails to meet major open enrollment specifications, including:

#### The Applicant fails to submit the required Application, supporting documentation, or forms.

#### The Applicant is not eligible under [Subsection 1.5](#_Eligible_Applicants) of this open enrollment.

#### Applicant does not accept the payment rate established in this open enrollment.

#### The Application is not signed.

#### The Applicant’s response is not clearly legible. Typewritten is preferred.

#### The Application is not received by the closing of the open enrollment period provided in [Subsection 1.3](#_Procurement_Schedule) of this open enrollment.

## Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or Contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in [Subsection 1.2](#_Point_of_Contact). HHSC may request modifications to the Application at any time.

## Review and Validation of Applications

The Applicant must provide full, accurate, and complete information as required by this open enrollment.

## Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant’s, its directors’, officers’, and employees:

#### Past business history, practices, and conduct;

#### Ability to supply the goods and services; and

#### Ability to comply with Contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

## Method of Allocation

HHSC will offer Contracts to all eligible Applicants meeting all criteria described in this open enrollment.

## Debriefing

Any Applicant who is not awarded a Contract may request a debriefing by submitting a written request to the HHSC Point of Contact as provided in [Subsection 1.2](#_Point_of_Contact) of this open enrollment. The debriefing provides information to the Applicant on the strengths and weaknesses of their Application.

## Protest Procedures

The protest procedure for an applicant, who is not awarded a Contract to protest an award or tentative award made by any HHS agency, is allowed for competitive Procurements. This Procurement is non-competitive and cannot be protested as provided in [*1 Texas Administrative Code* §391.403](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=15&ch=391&rl=403).

# GLOSSARY

| **TERM** | **DEFINITION** |
| --- | --- |
| Attachment | Additional information and/or forms that are located at the end of this document, which are part of this solicitation document. |
| Applicant | Any individual or entity that submits an application for enrollment pursuant to this open enrollment. |
| Application | An Application submitted by an Applicant in response to this Open Enrollment. |
| Business Day | Any day other than a Saturday, Sunday, or a day in which Texas State offices are authorized or obligated by law or executive order to be closed. See definition below for Days. |
| Contract | A promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an Agreement between two or more parties creating obligations that are enforceable or otherwise recognizable by law. The term also encompasses the written document that describes the terms of the Agreement. For State Contracting purposes, it generally describes the terms of a purchase of goods or services from a vendor or service provider. |
| Contractor | Any Applicant who is awarded a contract pursuant to this open enrollment or who has an existing contract to provide BEI rater services. |
| Contract Term | The period of time during which the Contract will be effective from beginning date to end, or renewal date. |
| Days | Calendar days, unless otherwise specified. |
| Debarment | An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code, §20.105 et seq. |
| Due Date | Established deadline for submission of a document or deliverable. |
| Entity | A person, business, organization, or Limited Liability Company (LLC) that submits a response to a solicitation. For purposes of this document, “Entity” is intended to include such phrases as “offeror”, “applicant”, “bidder”, “responder”, or other similar terminology employed by HHSC or HHSC. |
| Fiscal Year | The HHSC’s state fiscal year, September 1st through August 31st, unless otherwise specified. |
| Fully Executed | A Contract that is signed by all of the Parties to form a legally binding contractual relationship. Activities under the Contract will not begin and payments to the Contractor will not be made until the Contract is fully executed. |
| Health and Human  Services Agency (HHSC) | Means the administrative agency established under Chapter 531, Texas Government Code or its designee. |
| Party or Parties | Either HHSC or Applicant, separately or collectively. |
| Rater or Raters | Means evaluator(s) as defined in *Texas Human Resources Code* Sections 81.007(d)(k). |
| System Agency | Means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Family and Protective Services, and the Department of State Health Services. |
| Solicitation | The process of notifying prospective contractors of an opportunity to provide goods or service to the state. |
| Statement of Work | The description of service and/or goods to be delivered by the Contractor. The Statement of Work specifies the type, level, and quality of services that directly relate to program objectives. |
| Uniform Terms and Conditions (UTCs) | HHSC developed uniform contract terms and conditions that are applicable to all agencies within the Enterprise. These UTCs address such areas as governing laws and regulations, procedures for amendments and other contract modifications, terms and conditions of payment, disclosure and confidentiality of information, and several other critical provisions. |

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# ATTACHMENTS AND FORMS

## Forms.Applicants must complete and submit the following forms in the format and order listed within [Section 4](#_INFORMATION_AND_SUBMISSION).

## Form 1, BEI Rater Application



## Form 2, General Affirmations and Solicitation Acceptance



## Attachments

* + 1. Attachment A, HHSC Uniform Terms and Conditions – Vendor (Version 2.15)



* + 1. Attachment B, HHSC Special Conditions - Vendor (Version 1.2)



* + 1. Attachment C, General Affirmations (Version 1.2)

