



# **TEXAS**

## **Health and Human Services**

**TEXAS DEPARTMENT OF STATE HEALTH SERVICES**

**OPEN ENROLLMENT (OE)  
for  
Texas Spay and Neuter Program**

**OE No. # HHS0016872**

**NIGP Class/Item No(s): 961/86**

**Date of Release: January 23, 2026**

**Response Due: May 13, 2026, 5:00pm Central Time**

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## SECTION 1. SCHEDULE OF EVENTS

<b>Enrollment Period Opens (Posted to HHS OE Opportunities webpage)</b>	<b><i>January 23, 2026</i></b>
<b>Enrollment Period Closes (Final date for RECEIPT of Applications)</b>	<b><i>May 13, 2026</i></b>
<b>Anticipated Contract Start Date</b>	<b>The effective date of a Contract, if any, awarded to an Applicant will be determined at the sole discretion of DSHS.</b>

Applications must be **received** by Texas Department of State Health Services (DSHS) prior to the closing date as indicated in this Schedule of Events or as changed via an Addendum posted to the HHS Open Enrollment (OE) Opportunities webpage. Every Applicant is solely responsible for ensuring its Application is received before the submission period closes. DSHS is not responsible for lost, misdirected or late applications.

The dates in the Schedule of Events are tentative. DSHS reserves the right to modify these dates at any time by posting an Addendum to the HHS Open Enrollment Opportunities webpage.

By submitting an Application, the Applicant represents and warrants that any individual submitting the Application and any related documents on behalf of the Applicant is authorized to do so and to bind the Applicant under any resulting contract.

### Withdrawal of Application:

Applications may be withdrawn from consideration or amended at any time prior to the "Enrollment Period Closes" date by emailing a request to the Point of Contact, Section 4. The e-mail subject line should contain the OE number and title as indicated on the cover page. The Applicant is solely responsible for ensuring requests are received timely by DSHS. DSHS is not responsible for lost, misdirected or late emails.

## **SECTION 2. OVERVIEW**

### **2.1. INTRODUCTION**

The Texas Department of State Health Services (DSHS) is an agency within the Texas Health and Human Services (HHS) system.

DSHS is seeking Applications to establish Contract(s) for the implementation of a pilot program focused on protecting human health by reducing the population of cats and dogs at risk for unplanned breeding that may carry infectious diseases.

To be considered for award, Applicants must submit a comprehensive Application which meets all the requirements of this OE and includes all requested documentation.

### **2.2. LEGAL AUTHORITY**

This OE is authorized by Texas Health and Safety Code Chapter 81, Texas Health and Safety Code Chapter 828, and General Appropriations Act, 89<sup>th</sup> Legislature, Regular Session (2025), Article II, Department of State Health Services, Rider 32.

### **2.3. NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION**

DSHS does not guarantee any volume, usage, or compensation to be paid to any Contractor under any Contract resulting from this Open Enrollment. Additionally, all contracts resulting from this Open Enrollment are subject to appropriations, the availability of funds, and termination.

### **2.4. HYPERLINKS**

Hyperlinks have been included in some sections of this OE. Hyperlinks are included as a convenience only. Without regard to whether the hyperlink is operational or properly directed, Applicants and Contractors are responsible for locating, accessing, and reading the referenced information as well as requirements contained on referenced sites relating to performance under any awarded Contract.

### SECTION 3. DEFINITIONS AND ACRONYMS

Unless the context clearly indicates otherwise, throughout this Open Enrollment, the definition given to a term below applies whenever the term appears in this Open Enrollment, in any Application submitted in response to this Open Enrollment, and in any Contract awarded as a result of this Open Enrollment. All other terms have their ordinary and common meaning.

TERM	DEFINITION
<b>Addendum</b>	A written clarification or revision to this Open Enrollment. All Addenda will be posted to the HHS Open Enrollment Opportunities web page.
<b>Application</b>	All information and materials submitted by an Applicant in response to this Open Enrollment.
<b>Applicant</b>	Any person or entity that submits an Application in response to this Open Enrollment.
<b>Contract</b>	Any Contract(s) awarded resulting from this Open Enrollment.
<b>Contractor (Provider)</b>	Each Applicant, if any, awarded a Contract as a result of this Open Enrollment. May also be referred to as Provider. Unless the context clearly indicates otherwise, all terms and conditions of this Open Enrollment and resulting Contract that refer to Applicant apply with equal force to Contractor (Provider).
<b>Cost Effective</b>	Defined as achieving the intended public health outcome through sterilization services while minimizing unnecessary expenditures. This involves the consideration of geographic cost differences and recognizing that urban and rural areas have distinct pricing structures due to variations in labor, facilities, and service availability.
<b>Custodian</b>	As defined in Texas Administrative Code Section 169.102, "A person or agency which feeds, shelters, owns, has possession or control of, or has the responsibility to control an animal."

<b>TERM</b>	<b>DEFINITION</b>
<b>HHS Agency</b>	The Health and Human Services Commission (HHSC) and the Texas Department of Health and Human Services (DSHS) may be identified separately as a 'HHS Agency' or collectively as the 'HHS Agencies' in this Open Enrollment or any resulting Contract(s)
<b>High Quality</b>	Defined by adherence to recognized veterinary and humane standards, including compliance with state and federally accepted veterinary medical practices.
<b>High Volume</b>	Refers to a sustained capacity to perform sterilization procedures at a scale consistent with large-scale program operations based on the demand of the target community served.
<b>HHS Open Enrollment Opportunities</b>	The HHS web page where Open Enrollments are posted: <a href="https://apps.hhs.texas.gov/pcs/openenrollment.cfm">https://apps.hhs.texas.gov/pcs/openenrollment.cfm</a>
<b>Large-scale</b>	Defined as the capability to provide a substantial volume of sterilizations annually and demonstrating the operational capacity to serve the target community relative to community demand.
<b>Long-standing history</b>	Defined as at least one year of continuous operation by a licensed veterinarian in the field of companion-animal sterilizations.
<b>Open Enrollment (OE)</b>	This document, including all exhibits, attachments and addenda, as applicable, posted on the HHS Open Enrollment Opportunities webpage.
<b>Proven Experience</b>	Defined as at least one year of continuous service performing spay and neuter programs comparable to those outlined in this OE.
<b>Statement of Work</b>	The description of services and deliverables in this Open Enrollment that the Contractor (Provider) is required to provide under the Contract.

TERM	DEFINITION
<b>Sterilization</b>	Defined as the surgical removal of the reproductive organs of a dog or cat or the use of nonsurgical methods and technologies approved by the United States Food and Drug Administration or the United States Department of Agriculture to permanently render the animal unable to reproduce. This is stated in the Health and Safety Code, Section 828.0045.
<b>Successfully Managing</b>	Defined as maintaining effective oversight and administration of program operations, including staff coordination, budget management, and service delivery.

## **SECTION 4. GENERAL INFORMATION**

### **4.1. SOLE POINT OF CONTACT**

All questions, requests for clarification, or other communication about this OE shall be made in writing only to the DSHS sole point of contact listed below.

Attempts to ask questions by phone or in person will not be allowed or recognized as valid.

Makenzie Shewmaker, CTCM  
Contract Manager  
Email: [SNOE@dshs.texas.gov](mailto:SNOE@dshs.texas.gov)

**To be considered for contract award, applications must only be submitted to this address. See Section 14 for submission requirements.**

**Do not contact other HHS Agency personnel regarding this OE.**

**This restriction, as to only communicating in writing with the DSHS sole point of contact identified above, does not preclude discussions between Applicant and HHS Agency personnel for the purposes of conducting business unrelated to submitting an Application under this OE.**



**Failure of an Applicant or its representatives to comply with these requirements may result in disqualification of any Application submitted by or on behalf of Applicant.**

#### **4.2. CHANGES, MODIFICATIONS AND CANCELLATION**

DSHS reserves the right to change, amend, modify or cancel this OE at any time.

All Applications, including those submitted after cancellation of the OE, become the property of DSHS upon receipt.

##### **4.2.1. ADVERTISEMENT OF CHANGES, MODIFICATIONS OR CANCELLATION**

If DSHS determines that the OE needs to be changed or modified, either an Addendum will be posted on the HHS Open Enrollment Opportunities Web Page or the OE will be canceled. The action to be taken will be determined at the sole discretion of DSHS.

Furthermore, if the OE will be canceled, DSHS will determine, in its sole discretion, if a new OE will be posted.

No HHS 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 Open Enrollment Opportunities Web Page.

It is the responsibility of each Applicant to monitor the HHS Open Enrollment Opportunities Web Page for any Addenda or additional information regarding this OE. Failure to monitor the HHS Open Enrollment Opportunities Web Page will in no way release or relieve any Applicant or Contractor of its obligations to fulfill the requirements as posted.

#### **4.3. OFFER PERIOD**

By submitting an Application in response to this OE, Applicant agrees that its Application will remain a firm and binding offer to enter into a Contract under all terms and conditions of this OE for at least 240 days from the date applications are due, as stated in Exhibit A, HHS Solicitation Affirmations, unless Application is withdrawn by the Applicant before the Enrollment Period closes.

An Applicant may extend the time for which its Application will be honored.

#### **4.4. COSTS INCURRED**

Applicants understand that issuance of this OE in no way constitutes a commitment by DSHS to award a Contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this OE. DSHS is not liable for any costs incurred by an Applicant in responding to this OE, including, but not limited to, preparing an Application, submitting an Application, and costs or expenses related to Contract execution. All such costs incurred by an Applicant are entirely the responsibility of the Applicant and will not be reimbursed in any manner by the State of Texas.

#### **4.5. OE QUESTIONS OR CLARIFICATIONS**

##### **4.5.1. QUESTIONS AND REQUESTS FOR CLARIFICATION**

Written questions and requests for clarification regarding this OE are permitted if submitted by e-mail to the Sole Point of Contact, Section 4.1.

Responses to questions and requests for clarification will not be posted. However, if DSHS determines, based on a question, request for clarification, or any other factor (including, but not limited to notices of ambiguity, conflict, or discrepancy as referenced in Section 4.5.3, below), that the OE needs to be amended or clarified, either an Addendum will be posted on the Open Enrollment Opportunities Web Page, or the OE will be canceled. The action to be taken will be determined at the sole discretion of DSHS. Furthermore, if the OE will be canceled, DSHS will determine, in its sole discretion, if a new OE will be posted.

##### **4.5.2. QUESTION AND CLARIFICATION FORMAT**

Questions and requests for clarification must include the following information:

- a. OE Number;
- b. OE package reference giving rise to the question or request for clarification, including: OE section or Exhibit/Attachment title, page number(s), and paragraph number(s); and

- c. Question or request for clarification.

The requestor must provide the following contact information in the body of the e-mail:

- Name (of individual submitting question or request for clarification)
- Company name
- Company job title of individual submitting question or request for clarification
- Phone Number
- E-Mail address

#### **4.5.3. AMBIGUITY, CONFLICT, DISCREPANCY**

Applicants must notify the Sole Point of Contact, Section 4.1, of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE. Notices must be submitted in the same manner for submitting questions.

Each Applicant submits its Application at its own risk.

If an Applicant fails to properly and timely notify the Sole Point of Contact, Section 4.1, of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE, the Applicant, whether awarded a contract or not:

- a. shall have waived any claim of error or ambiguity in the OE and any resulting contract,
- b. shall not contest the interpretation by DSHS of such provision(s), and
- c. 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.

## **SECTION 5. HUB SUBCONTRACTING PLAN (HSP) REQUIREMENTS**

HHS has determined subcontracting opportunities are not probable under this OE; therefore, a HSP is not required to be submitted with the Application.

## **SECTION 6. CONTRACT TERM**

### **6.1. TERM OF CONTRACT**

DSHS may award one or more Contracts under this OE.

Any Contract resulting from this OE will be effective on the signature date of the latter of the Parties to sign the agreement and will expire on August 31, 2027, unless terminated earlier pursuant to the terms and conditions of the Contract.

### **6.2. EXTENSION OPTION**

DSHS, at its sole option and subject to availability of funding, may extend the Contract beyond the initial term for up to one year as necessary to ensure continuity of service, to process a new OE to award new contract(s), for purposes of transition, or as otherwise determined to serve the best interest of the State of Texas.

## **SECTION 7. MINIMUM QUALIFICATIONS**

To be eligible to apply for a Contract and receive an award, Applicant(s) must meet all competencies, and meet all other OE eligibility requirements. Applicant requirements apply with equal force to subcontractors.

### **7.1 REQUIRED EXPERIENCE & COMPETENCY STANDARD**

7.1.1 Applicant and any of its subcontractors must employ a vet who is competent and has a long-standing history in performing spay and neuter procedures. Competency is defined as having performed a minimum of 166 sterilizations in at least one of the past five years prior to submission of its Application; and

7.1.2 Applicant and any of its subcontractors must employ a vet who is licensed by the Texas Board of Veterinary Medical Examiners for a minimum of one year prior to submission of its Application; and

7.1.3 Applicant must demonstrate in Form E of the Application that it, and any of its subcontractors, are capable of providing high quality spay and neuter services, and attach documentation to the Application where required; and

- 7.1.4 Applicant must demonstrate in Form E of the Application that it, and any of its subcontractors, are able to provide high volume spay and neuter services, and attach documentation to the Application where required; and
- 7.1.5 Applicant must demonstrate in Form E of the Application that it, and any of its subcontractors, can provide cost-effective spay and neuter services, and attach documentation to the Application where required; and
- 7.1.6 Applicant must demonstrate in Form E of the Application that it, and any of its subcontractors, have proven experience in successfully managing high quality, high volume sterilization services, and attach documentation to the Application where required; and
- 7.1.7 Applicant must demonstrate in Form E of the Application that it, and any of its subcontractors, can provide large-scale sterilization services and attach documentation to the Application where required.

## **7.2 Licensure and Accreditation**

Applicant and all personnel and technicians assigned to provide services under the Contract must have all permits, licenses, and certifications required by applicable law.

Assigned personnel and technicians, who may include department directors or equivalent positions, providing services that, by law, require a professional license or certification, must hold a current, valid, and applicable Texas license and/or certification in good standing. All surgical procedures must be performed by a veterinarian licensed by the Texas Board of Veterinary Medical Examiners in the facility.

Contractor is responsible for ensuring all Contractor staff and subcontractors, if any, hold current, valid, and applicable licenses and/or certifications in good standing.

A copy of each license and/or certification listed below, both for the Applicant and all assigned personnel who will perform spay or neuter surgeries, must be submitted with your Application:

**a. License: Doctor of Veterinary Medicine (DVM)**

Each Contractor is required to maintain all required licenses for the business during the term of the Contract. The Contractor and Contractor's personnel and subcontractors, if any, must also maintain their individual required permits, licenses, and certifications during the term of the Contract. All required permits, licenses, and/or certifications must be included with submitted Applications. During annual contract reviews, Contractor shall provide updated licenses and/or certifications at DSHS's request.

## **SECTION 8. STATEMENT OF WORK**

### **8.1. PROJECT OVERVIEW**

Contractors will perform Spay/Neuter surgeries in urban and rural areas in Texas in partnership with DSHS to reduce the population of cats and dogs at risk for unplanned breeding that may carry infectious diseases. This work will be done as part of a pilot program.

### **8.2. DSHS RESPONSIBILITIES**

DSHS will provide prompt notification if DSHS needs information from Contractor.

DSHS will provide technical assistance as needed to Contractors.

### **8.3. STATEMENT OF SERVICES TO BE PROVIDED**

#### **8.3.1 PURPOSE**

This Open Enrollment is providing funding from General Appropriations Act, 89<sup>th</sup> Legislature, Regular Session (2025), Article II, Department of State Health Services, Rider 32. The purpose of this program is to provide Spay/Neuter services for dogs and cats owned or in the custody of Texas residents, rescue organizations, shelters, or government entities.

#### **8.3.2 PROGRAM BACKGROUND**

Dogs and cats may present public health threats through a variety of diseases such as rabies, toxoplasmosis, plague, and parasitic infections. Failure to sterilize pets is irrefutably a major cause of pet overpopulation.

As a response to these problems, the 89th Texas Legislature appropriated funds for the sterilization of cats and dogs.

### **8.3.3 ELIGIBLE POPULATION**

The eligible population are dogs and cats owned or in the custody of Texas residents, rescue organizations, shelters, or government entities.

### **8.3.4 ELIGIBLE SERVICE AREAS**

The service areas eligible are all Texas counties.

### **8.3.5 ELIGIBLE ACTIVITIES**

The focus of the Texas Spay and Neuter pilot program is to protect human health by reducing the population of cats and dogs that may carry infectious diseases. Eligible activity includes the sterilization of cats and dogs. Contractors will be funded on a fee for service basis as outlined in Section 8.9, Invoice Requirements and Payment.

### **8.3.6 REQUIRED REPORTS**

Each Contractor will be required to submit programmatic quarterly and annual reports (Exhibit D) by the due dates outlined in Section 8.8, Reporting Criteria.

## **8.4. PERFORMANCE CRITERIA**

DSHS will look solely to the Contractor(s) for the performance of all contractual obligations resulting from an award based on this OE.

No Contractor will be relieved of its obligations for any nonperformance by its subcontractors. Contractor must ensure that its subcontractors abide by all requirements, terms, and conditions of this Contract. Unless the context clearly indicates otherwise, every requirement and every prohibition set forth in this OE and any resulting Contract that applies to a Contractor applies with equal force to its employees, agents, representatives, and subcontractors.

#### **8.4.1. SPECIFIC PERFORMANCE STANDARDS**

Contractor shall comply with all obligations and duties under the Contract. In addition, the Contractor shall adhere to the following performance standards:

Each Contractor shall adhere to the principles of veterinary medical ethics of the American Veterinary Medical Association (AVMA), <https://www.avma.org/resources-tools/avma-policies/principles-veterinary-medical-ethics-avma>, and shall comply with all requirements of the Texas Veterinary Licensing Act and associated requirements in the Texas Administrative Code.

Three fundamental principles form the foundation of the Principles of Veterinary Medical Ethics: Stewardship, Integrity, and Respect.

**Stewardship:** Veterinarians have an ethical responsibility to alleviate suffering, promote health, and act in the best interests of their patients in balance with the interests of their clients, the environment, and the public.

**Integrity:** Veterinarians have an ethical responsibility to be honest and truthful in all interactions with clients, patients, and their community.

**Respect:** Veterinarians have an ethical responsibility to demonstrate respect to all patients, clients, and members of their community, including self and professional colleagues.

#### **8.5. CONTRACTOR PERSONNEL PERFORMANCE**

- A.** The Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them to fulfill Contractor's obligations under the Contract.
- B.** The Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
- C.** The Contractor shall be responsible for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors and shall enforce strict discipline



among the Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors performing the services under the Contract.

- D.** DSHS, at its sole discretion, may request in writing the immediate removal of any Contractor personnel or subcontractor personnel from the services being provided under the Contract. Upon such request, Contractor shall immediately remove the subject personnel and submit in writing to DSHS, within 10 calendar days of DSHS's request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

## **8.6. NOTICE OF CRIMINAL ACTIVITY**

At the time of submission, Applicants shall provide confirmation that the Applicant, any person with ownership or controlling interest in Applicant, and Applicant's agents, employees, subcontractors and volunteers who will be providing the required services:

- a.** have not engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; and
- b.** have not been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime.

This is a continuing disclosure requirement. Prior to Contract award, if any, Applicant must notify the DSHS Sole Point of Contact within five calendar days of the date Applicant learns of actions set forth in subsections (a) and (b) above. Additionally, this is a continuing disclosure requirement for each Contractor, during the term of the Contract to immediately report, in writing, to the DSHS point of contact for notices under the Contract (as set forth in the Contract) when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or any of Contractor's agents, employees, subcontractors or volunteers has: engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or been placed on community supervision,

received deferred adjudication, or been indicted for or convicted of a criminal offense relating to the involvement in any financial matter, federal or state program, or sex crime. Contractor must confirm receipt by DSHS within 3 business days of providing notice.

Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the DSHS Contract Manager.

Personnel with sex offender, child or adult abuse, or fraud offenses shall not be allowed to provide Contract services and shall not be allowed access to HHS Agency property, facilities, or documents.

Key personnel with misdemeanor offenses must receive prior approval by the HHS Agency before being allowed to work under this Contract.

DSHS, at its sole discretion, may terminate any Contract if Contractor, its agents, employees, subcontractors, or volunteers are arrested, indicted, or convicted of any criminal activity.

#### **8.7. NOTICE OF INSOLVENCY OR INDEBTEDNESS**

At the time of submission, Applicants shall provide with the Application detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS) or the State of Texas, or any agency or political subdivision of the State of Texas. This is a continuing disclosure requirement; prior to Contract award, if any, Applicants must notify the DSHS Sole Point of Contact within five days of the date Applicant learns of such financial circumstances after submission of the Application. Additionally, Contractors are under a continuing obligation to notify the DSHS Contract Manager, as applicable, within five days of the date Contractor learns of such financial circumstances after Contract award.

#### **8.8. REPORTING CRITERIA**

Complete Quarterly Performance Measure Report form (Exhibit D), and Annual Performance Measure Report form (also Exhibit D), to the Assigned Contract Manager by the due dates outlined below. If a due date falls on a

weekend or state approved holiday, the report is due the next business day. The report will provide the number of services performed.

Report Type	Reporting Period	Report Due Date
Programmatic	September 1 to November 30	December 31
Programmatic	December 1 to February 29	March 31
Programmatic	March 1 to May 31	June 30
Programmatic	June 1 to August 31	September 30
Programmatic	September 1 to August 31	September 30

All reports will be submitted by Contractor to DSHS at [snoe.programapplications@dshs.texas.gov](mailto:snoe.programapplications@dshs.texas.gov) unless otherwise instructed.

## **8.9. INVOICE REQUIREMENTS AND PAYMENT**

### **8.9.1. INVOICE REQUIREMENTS**

The contractor shall submit to DSHS detailed and accurate invoice(s) which include the information below. Each invoice must be submitted by e-mail, in the format prescribed by DSHS, not later than 30 calendar days after completion of sterilization procedures performed in the previous month.

The e-mail addresses for submitting an invoice are listed below.

Please submit invoices to both: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [CMSinvoices@dshs.texas.gov](mailto:CMSinvoices@dshs.texas.gov).

The invoice (B-13) shall include, at a minimum:

- a. Contractor's Name;
- b. Remit to Address;
- c. Federal ID or Texas CPA Payee ID;
- d. Accounts Receivable telephone number;
- e. Contract and/or Purchase Order Number;
- f. Identification of services provided; and
- g. Service date(s).

The contractor shall request monthly payments by the 30th day following the service month using the State of Texas Purchase

Voucher (Form B-13). Form B-13 and Supporting Documentation Form will be provided to Contractor after Contract execution. System Agency will issue payments to Contractors on a monthly basis for sterilizations supported by adequate documentation. Invoices must be submitted monthly to prevent delays in subsequent months. Contractors that do not incur expenses within a month are required to submit a "zero dollar" invoice monthly. Contractor must submit a final close-out invoice and final financial status report no later than 45 days following the end of the Contract term. Invoices received more than 45 days after the end of the Contract term are subject to denial of payment.

**No payment will be made under this Contract without submission of detailed, accurate invoices submitted as outlined above.**

#### **8.9.2. PAYMENT**

Contracts issued under this OE will be paid using a flat fee for each sterilization. Contractors will be paid based on the type of animal and the procedure.

Dogs	Cats
\$300 per spay	\$200 per spay
\$250 per neuter	\$125 per neuter

Applicants should base their total funding request on the total number of estimated sterilizations planned from the execution of their Contract through August 31, 2027, by filling out the Proposed Budget (Exhibit E).

It is the intention of DSHS to disburse the allocated funds to both urban and rural underserved areas and to entities of different sizes. To maximize the impact of the allocation, DSHS intends to implement a tiered system for awarding contracts. To accomplish this, DSHS intends to award the Contracts in the following way:

<b>Tier 1:</b>	
Contract Value Range: annual range   biennium range	\$50,000 - \$74,999 per fiscal year or \$100,000 - \$149,998 per biennium
Estimated Minimum Sterilizations for Tier 1:	166

Estimated Maximum Sterilizations for Tier 1:	599
<b>Tier 2:</b>	
Contract Value Range: annual range   biennium range	\$75,000 - \$149,999 per fiscal year or \$150,000 - \$299,998 per biennium
Estimated Minimum Sterilizations for Tier 2:	250
Estimated Maximum Sterilizations for Tier 2:	1,199
<b>Tier 3:</b>	
Contract Value Range: annual range   biennium range	\$150,000 - \$249,999 per fiscal year or \$300,000 - \$499,998 per biennium
Estimated Minimum Sterilizations for Tier 3:	500
Estimated Maximum Sterilizations for Tier 3:	1,999
<b>Tier 4:</b>	
Contract Value Range: annual range   biennium range	\$250,000 - \$500,000 per fiscal year or \$500,000 - \$1,000,000 per biennium
Estimated Minimum Sterilizations for Tier 4:	833
Estimated Maximum Sterilizations for Tier 4:	4,000

DSHS reserves the right to reallocate the number of contracts awarded for each tier to match Applicant demand and available funds.

Contract funds shall not be used for any of the activities listed below:

1. Any use of Contract funds to replace (supplant) funds that have been budgeted for the same purpose through other sources;
2. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
3. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. § 1913), whether conducted directly or indirectly;

4. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
5. Entertainment, amusement, or social activities and any associated costs including but not limited to admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a program approved by the agency and are directly related to the program's purpose;
6. Costs of promotional items and memorabilia, including models, gifts, and souvenirs;
7. Membership dues for individuals;
8. Any expense or service that is readily available at no cost to the Applicant or subcontractor;
9. Any activities related to fundraising;
10. Any other prohibition imposed by federal, State, or local law; and
11. Other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart.

## **8.10 TERMS AND CONDITIONS**

Submission of an Application in response to this OE constitutes acceptance of all Terms and Conditions attached to, referenced in, or set forth in the OE. The Applicant shall not submit additional or different terms and conditions.

Any term, condition, or other part of an Applicant's submitted Application that has been rejected by DSHS, that is not accepted in writing by DSHS, or that conflicts with applicable law, will not constitute part of the Contract.

## **8.11 STANDARDS OF CONDUCT FOR VENDORS**

Pursuant to 1 TAC 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 Chapter 391, Subchapter 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 1 TAC 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 1 TAC 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.

## **SECTION 9. DSHS CONTRACT ADMINISTRATION**

DSHS will designate one or more contacts for Contract correspondence and legal notices in each awarded Contract.

## **SECTION 10. INSURANCE REQUIREMENTS**

### **10.1. INSURANCE COVERAGE**

For the duration of any Contract resulting from this OE, Applicant shall acquire insurance with financially sound and reputable independent insurers, in the type and amount customarily carried within the industry. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

## **SECTION 11. CONFIDENTIAL OR PROPRIETARY INFORMATION**

### **11.1. PUBLIC INFORMATION ACT**

#### **Applicant Requirements Regarding Disclosure**

Applications and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code [Chapter 552](#), and may be disclosed to the public upon request. Other legal authority also requires HHSC to post

certain contracts and Applications on HHSC's website and to provide such information to the Legislative Budget Board for posting on its website.

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

**a. Mark Original Application:**

- (1)** Mark the original Application, 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 Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the original Application);

**b. Certify in Original Application - HHS Solicitation Affirmations**

**(attached as Exhibit A to this OE):** certify, in the designated section of the HHS Solicitation Affirmations, Applicant's confidential information assertion and the filing of its Public Information Act Copy; and

**c. Submit Public Information Act Copy of Application:** submit a separate "Public Information Act Copy" of the original Application (in addition to the original and all copies otherwise required under the provisions of this OE). 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 Applicant claims is exempt from public disclosure must be redacted; and
- (3)** Applicant 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 Application as required in section a.(2), above. The only difference in required markings and information between the original Application and the "Public Information Act Copy" of the Application will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the original Application.

**By submitting an Application to this OE, Applicant agrees that, if Applicant does not mark the original Application, provide the required certification in the HHS Solicitation Affirmations, and submit the Public Information Act Copy, Applicant's Application 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 HHSC's and/or DSHS's public website, and posted on the Legislative Budget Board's website.**

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

The Applicant should not submit a Public Information Act Copy indicating that the entire Application is exempt from disclosure. Merely making a blanket claim that the entire Application 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 Application subject to release under the PIA.

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

DSHS will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this OE process, the Applicant acknowledges that all information, documentation, and other materials submitted in the Application in response to this OE may be subject to public disclosure under the PIA. HHSC does not have the 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. Applicants 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. DSHS assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Applicants.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, 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). The *Public Information Act Handbook* may be accessed at:

## **11.2. APPLICANT WAIVER – INTELLECTUAL PROPERTY**

**SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS OE CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS, DSHS FROM ANY CLAIM OF INFRINGEMENT BY DSHS REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.**

## **SECTION 12. BINDING OFFER**

All Applications should be responsive to the OE as issued or amended through written and posted Addenda, not with any assumption that DSHS will negotiate any or all terms, conditions, or provisions of the OE. Furthermore, all Applications constitute binding offers. **Any Application that includes any type of disclaimer or other statement indicating that the Application submitted in response to this OE does not constitute a binding offer will be disqualified.**

## **SECTION 13. REQUIRED APPLICATION DOCUMENTS**

<b>Documentation Required for Submission</b> All documentation listed must be returned for a complete Application. Provide the documentation in the same sequence as outlined below by using the Item number(s) and title(s) as necessary.	
<b>1. Exhibit A – HHS Solicitation Affirmations, Version 2.9</b> Must be completed and signed.  <b>Important Note: Applications received without the signed Exhibit A will be disqualified.</b>	
<b>2. Exhibit B – HHS Uniform Terms and Conditions – Vendor, Version 3.4</b> For reference only	
<b>3. Exhibit C – Certification Regarding Lobbying</b> Must be completed and signed	
<b>4. Exhibit D – Quarterly Performance Measure Report</b> For reference only	
<b>5. Exhibit E – Proposed Budget</b> Must be completed	
<b>6. Form A - Face Page</b> Must be completed and signed	

<b>7. Form B - Open Enrollment Application Checklist</b> (This Form) Must be attached to the Application.
<b>8. Form C - Contact Person Information Form</b> Must be completed
<b>9. Form D - Vendor Information Form</b> Must be completed and signed
<b>10. Form E – Eligibility Questionnaire Form</b> Must be completed by selecting the applicable answers and providing all requested information
<b>11. Statement of Work – Reference Section 8</b> Provide Applicant’s approach to meeting the requirements of the Statement of Work including any other requirements of this OE.
<b>12. Notice of Criminal Activity – Reference Section 8.6</b> Provide confirmation that the Applicant, any person with ownership or controlling interest, its agent, employee, subcontractor or volunteer who will be providing the required services are not: <ul style="list-style-type: none"> <li>a. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or</li> <li>b. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime.</li> </ul>
<b>13. Notice of Insolvency or Indebtedness – Reference Section 8.7</b> Provide with the Application detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the IRS or the State of Texas, or any agency or political subdivision of the State of Texas.
<b>14. Public Information Act Copy of Application, if applicable – Reference Section 11.1</b>
<b>15. OE Addenda, if applicable - signed</b>

## SECTION 14. APPLICATION SUBMISSION REQUIREMENTS

The Application must be submitted in accordance with this Section and Section 13.

The complete Application must be submitted to:

Email: [SNOE@dshs.texas.gov](mailto:SNOE@dshs.texas.gov)

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements and ensuring timely receipt by DSHS.

**In no event will DSHS be responsible or liable for any delay or error in submission or delivery.**

Applications submitted by facsimile, or any other method not specified in this OE, will NOT be accepted or considered.

The Application must be submitted by e-mail.

#### **14.1. E-MAIL SUBMISSION**

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, Section 13, Required Application Documents, and ensuring timely e-mail receipt by DSHS.

The Application, including all documentation outlined in Section 13, must be sent in its entirety in one or more e-mails.

**In no event will DSHS be responsible or liable for any delay or error in delivery. Applications must be RECEIVED by DSHS before the OE period closes as identified in Schedule of Events, Section 1, or subsequent Addenda.**

The e-mail subject line should contain the OE number, title as indicated on the cover page and number of e-mails if more than one (e.g., E-mail 1 of #, etc.). The Applicant is solely responsible for ensuring that Applicant's complete electronic Application is sent to and actually RECEIVED by DSHS at the proper destination server before the submission deadline.

The Application documentation must not be encrypted so as to prevent DSHS from opening the documents.

IMPORTANT NOTE: DSHS recommends a 10MB limit on each attachment. This may require Applicants to send multiple e-mails to the designated e-mail address to ensure all documentation contained in an Application is received.

All documents should be submitted in Microsoft office® formats (Word® and Excel®, as applicable) or in a form that may be read by Microsoft office® software. Any documents with signatures shall be submitted as an Adobe® portable document format (pdf) file. DSHS is not responsible for documents that cannot be read or converted. Unreadable applications may be, in DSHS's sole discretion, rejected as nonresponsive.

Please be aware Internet Service Providers may limit file sizes on outgoing emails; therefore, it is recommended Applications not contain graphics, pictures, letterheads, etc., which consume a lot of space. These typically include \*.tif/\*.tiff, \*.gif, & \*.bmp file extensions, but may use others, as well. DSHS's firewall virus protection runs at all times, so during times of new active virus alerts, incoming traffic may be delayed while virus software scans emails with attachments. DSHS takes no responsibility for e-mailed Applications that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any DSHS anti-virus or other security software.

Applicants may email the Point of Contact, Section 4.1 to request confirmation of receipt.

#### **14.2. RECEIPT OF APPLICATION**

All Applications become the property of DSHS upon receipt and will not be returned to Applicants.

DSHS will NOT be held responsible for any Application that is mishandled by the Applicant, any Applicant's delivery or mail service or for Applications sent by e-mail that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any DSHS anti-virus or other security software.

Applications received after the OE Period closes will not be considered.

### **SECTION 15. SCREENING OF APPLICATIONS**

Neither issuance of this OE nor retention of Applications constitutes a commitment on the part of DSHS to award a Contract. DSHS maintains the right to reject any or all Applications and to cancel this OE if DSHS, in its sole discretion, considers it to be in the best interests of DSHS to do so.

Submission and retention of Applications by DSHS confers no legal rights upon any Applicant.

DSHS reserves the right to select qualified Applicants for this OE with or without discussion of the Applications with Applicants. It is understood by the Applicant

that all Applications, contracts, and related documents are subject to the Texas Public Information Act.

### **15.1. INITIAL SCREENING OF APPLICATIONS**

An initial screening of Applications will be conducted by DSHS to determine which Applications are deemed to be responsive and qualified for further consideration for award. This screening includes a review to determine that each Applicant meets the minimum requirements, qualifications and each Application includes all required documentation.

DSHS reserves the right to:

- a. Ask questions or request clarification from any Applicant at any time during the OE and screening process, and
- b. Conduct studies and other investigations as necessary to evaluate any Application.

#### **Informalities:**

DSHS reserves the right to waive minor informalities in an Application. A "minor informality" is an omission or error that, in DSHS's determination if waived or modified when screening Applications, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or OE requirements.

DSHS, at its sole discretion, may give an Applicant the opportunity to submit missing information or make corrections. The missing information or corrections must be submitted to the Point of Contact e-mail address in Section 4.1 by the deadline set by DSHS. Failure to respond before the deadline may result in DSHS's rejecting the Application and the Applicant not being considered for award.

Note: Any disqualifying factor set forth in this OE does not constitute an informality (e.g., Exhibit A, HHS Solicitation Affirmations, which must be signed and submitted with the Application). If an Applicant is disqualified, a new Application may be submitted if received by the OE deadline for receipt of Applications. However, all applications, including any new Application, are subject to all disqualifying factors set forth in the OE or otherwise applicable pursuant to governing authority.

## **15.2. VERIFICATION OF PAST VENDOR PERFORMANCE**

DSHS reserves the right to conduct studies and other investigations as necessary to evaluate any Application. **BY SUBMITTING AN APPLICATION, THE APPLICANT GENERALLY RELEASES FROM LIABILITY AND WAIVES ALL CLAIMS AGAINST ANY PARTY PROVIDING INFORMATION ABOUT THE APPLICANT AT THE REQUEST OF DSHS.**

Applicants may be rejected as a result of unsatisfactory past performance under any contract(s) as reflected in vendor performance reports, reference checks, or other sources.

An Applicant's past performance may be considered in the initial screening process and prior to making an award determination.

Reasons for which an Applicant may be denied a contract include but are not limited to:

- a. The Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS). VPTS may be accessed at: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>  
OR,
- b. Applicant is currently under a corrective action plan through DSHS, OR,
- c. Applicant has had repeated, negative vendor performance reports for the same reason, OR,
- d. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,
- e. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.

In addition, DSHS may examine other sources of vendor performance which may include information provided by any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government.

The performance information may include, but is not limited to:

- Notices of termination,
- Cure notices,

- Assessments of liquidated damages,
- Litigation,
- Audit reports, and
- Non-renewals of contracts.

Further, DSHS, at its sole discretion, may initiate investigations or examinations of vendor performance based upon media reports. Any negative findings, as determined by DSHS in its sole discretion, may result in DSHS's removing the Applicant from further consideration for the award.

## **SECTION 16.        AWARD PROCESS**

### **16.1. CONTRACT AWARD AND EXECUTION**

DSHS, intends to award one or more Contracts as a result of this OE. However, DSHS, at its sole discretion, reserves the right to cancel this OE at any time or decline to award any Contracts as a result of this OE.

All awards are contingent upon approval of the HHSC Executive Commissioner or the HHSC Executive Commissioner's designee.

### **16.2. COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS**

In addition to the initial screening process, the following verification checks will be conducted for each Applicant to determine compliance for award.

Applicants found to be barred, prohibited, or otherwise excluded from Contract award will be disqualified from further consideration.

## **SECTION 17.        DISCLOSURE OF INTERESTED PARTIES**

Subject to certain specified exceptions, Section 2252.908 of the TEX. GOV'T CODE ANN., Disclosure of Interested Parties, applies to a contract of a state agency that has a value of at least \$1 million or that is for services that would require a person to register as a lobbyist under Chapter 305 or that requires an action or vote by the governing body of the agency before the contract may be signed. One of the requirements of Section 2252.908 is that a business entity (defined as "any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation") must submit a Form 1295, Certificate of Interested Parties, to the state agency at the time the business entity submits the signed contract to the agency.



Applicant represents and warrants that, if selected for award of a Contract as a result of this OE, Applicant will submit to DSHS, if applicable, a Certificate of Interested Parties at the time Applicant submits the signed Contract. Form 1295 involves an electronic process through the Texas Ethics Commission (TEC).

Information regarding the on-line process for completing Form 1295 is available on the Texas Ethics Commission's website.

For further information:

Reference Section 2252.908 of the Texas Government Code and Title 1, Part 2, Chapter 46, Disclosure of Interested Parties, of the Texas Administrative Code.

If the potential awardee does not timely submit a completed, certified and signed TEC Form 1295 to DSHS, DSHS is prohibited by law from executing a Contract, even if the potential awardee is otherwise eligible for award.