

HHS Procurement and Contracting Services



SOLICITATION DOCUMENT

Invitation for Bid (IFB) Check one: <input checked="" type="checkbox"/> Formal <input type="checkbox"/> Informal		
Solicitation No.:	Issue Date:	Response Due Date:
HHS0007965	06-09-20	06-26-20 Time 2:00 pm
Formal responses MUST be mailed to the address below. E-mail and electronic responses submitted through the HHS Online Bid Room will only be accepted if indicated in the solicitation. Response may NOT be submitted by Fax.		
Contact Information: Purchaser: Darlene Winzenried Phone: 512-406-2547	Email Response to, if applicable: pcsbids@hhsc.state.tx.us OR Submit Response Online to, if applicable: https://hhs.texas.gov/doing-business-hhs/contracting-hhs/hhs-online-bid-room (You must be registered in order to submit online.)	Ship to or Service Delivered to Location: Dept of State Health Services 2303 SE Military San Antonio, TX
Source of Authority	<input checked="" type="checkbox"/> CPA/TPASS	<input type="checkbox"/> DIR <input type="checkbox"/> Other:

By signing this document, respondent certifies that prices shown on this quote are true and correct. Should this bid/offer result in a Purchase Order, respondent agrees to comply with all "Terms and Conditions," which are attached and incorporated into this document.

<p>Check below if preference claimed under Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule § 20.306:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran <input type="checkbox"/> Agricultural products grown in Texas <input type="checkbox"/> Agricultural products offered by a Texas bidder <input type="checkbox"/> Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran <input type="checkbox"/> Texas Vegetation Native to the Region <input type="checkbox"/> USA produced supplies, materials or equipment <input type="checkbox"/> Products of persons with mental or physical disabilities <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel <input type="checkbox"/> Energy Efficient Products <input type="checkbox"/> Rubberized asphalt paving material <input type="checkbox"/> Recycled motor oil and lubricants <input type="checkbox"/> Products produced at facilities located on formerly contaminated property <input type="checkbox"/> Products and services from economically depressed or blighted areas <input type="checkbox"/> Vendors that meet or exceed air quality standards <input type="checkbox"/> Recycled or Reused Computer Equipment of Other Manufacturers <input type="checkbox"/> Foods of Higher Nutritional Value. 	<p>VENDOR / RESPONDENT MUST COMPLETE ALL ITEMS</p> <p>_____</p> <p style="text-align: center;">Signature of Vendor or Authorized Representative</p> <p>_____</p> <p style="text-align: center;">Print Name</p> <p style="text-align: center;">(Must be manually signed; failure to sign will disqualify response.)</p> <p style="text-align: center;">Texas Vendor Identification No. (or Federal Employer's ID):</p> <p>_____</p> <p>Name of Business _____</p> <p>Street Address _____</p> <p>City-State-Zip Code _____</p> <p>Telephone Number _____</p> <p>Fax Number _____</p> <p>E-Mail Address _____</p> <p><small>*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in Tex. Gov't Code § 2155.444(c)(2). AWARD NOTICE: The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.</small></p>
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HHS Procurement and Contracting Services

SOLICITATION NUMBER HHS0007965

1. INTRODUCTION AND PURPOSE OF SOLICITATION

The Health and Human Services Commission (HHSC), Procurement and Contracting Services, is seeking a Contractor for The Texas Center for Infectious Disease is requesting proposals to establish blanket contracts for electrical services on refrigeration equipment including labor, materials transportation, tools and equipment) on an "on call, as needed" basis. Scope of contractor services would include all facility ice machines, walk in coolers/ freezers, Reach-In and Milk coolers.

NIGP Codes: 740-66, 740-70, 931-30, 936-67, 968-48 and 992-39

2. AGENCY OVERVIEW

The Health and Human Services Commission (HHSC) was created in 1991 to oversee and coordinate the planning and delivery of health and human services in Texas. It is established pursuant to [Chapter 531, Texas Government Code](#) and is responsible for oversight of Texas Health and Human Services agencies (HHS agencies). As a result of the consolidation due to [House Bill 2292 \(HB2292\)](#), some of the contracting and procurement activities for HHS agencies have been assigned to the PCS section of HHSC. As such, PCS will administer the initial stages of the procurement process, prior to the contract award, including solicitation announcement and publication, handling of communications from the respondent, as well as managing the receipt and evaluation of valid responses for final review and evaluation. PCS directs the execution of the award of the contract resulting from this solicitation.

3. DEFINITIONS

- Appendix – Additional information and/or forms that is available in the back of this solicitation document.
- Contract – A written document referring to promises or agreement for which the law establishes enforceable duties and remedies between a minimum of two parties.
- Contract Term – The period of time during which the contract will be effective from begin date to end, or renewal date. The contract term may or may not be the same as the budget period.
- Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code, Chapter 20, Subchapter G, and the System of Award Management (SAM).
- Deliverables – Goods or services contracted for delivery or performance.
- Due Date – Established deadline for submission of a document or deliverable.
- Effective Date – The date the contract term begins.
- Respondent – Entity or individual that submits a response to a solicitation.
- Scope of Work – A statement that defines specific services to be performed.
- Solicitation – The process of notifying prospective contractors of an opportunity to provide goods or services to the State.
- Subcontractor – An entity hired by an awarded contractor to perform a portion of the scope of work by the entity contracting with an HHS agency as a result of this solicitation. The contractor remains entirely responsible for performance of all requirements of the contract through monitoring the subcontractor's performance.
- Unit Rate – Payment mechanism for services that are paid at a set rate per unit of service; for example, plumbing repair services at a prescribed rate per hour.
- Vendor – A contractor that provides goods and services that are typically procured through the open market.

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- Vendor Identification Number (Vendor ID No.) – Fourteen-digit number needed for any entity to contract with the State of Texas and which must be set up with the State Comptroller’s Office. It consists of a ten-digit Vendor ID No. (IRS number, state agency number, or social security number) +check digit + 3-digit mail code.
- Work Plan – A plan that describes how services will be delivered and includes specifics such as what types of services will be provided, who will be responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. The work plan will be part of the contract.

4. INSTRUCTIONS TO RESPONDENTS

Before submitting a response to this solicitation, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an awarded contractor of his/her contractual obligations.

- 4.1. Failure to comply with this section may result in disqualification of the response.
- 4.2. Responses to this solicitation will be received until the date and time shown above. Incomplete or late responses will not be considered.

Fax responses will NOT be accepted. Emailed responses and responses submitted electronically through the HHS Online Bid Room will be accepted. Emailed responses must be submitted to: pcsbids@hhsc.state.tx.us. For instructions regarding registration and use of the HHS Online Bid Room, see Appendix D. Online, electronic responses must be submitted to: <https://hhs.texas.gov/doing-business-hhs/contracting-hhs/hhs-online-bid-room>.

HHSC/PCS will not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete or otherwise non-responsive submissions will not be considered.

Response must include all required information/documents for this specification, but may contain additional information considered pertinent by respondent. HHSC/PCS reserves the right to reject any or all responses. All responses become property of HHSC/PCS.

Respondent must provide the following contact information for the submitted response:

Respondent Contact Person:

Respondent Contact Phone Number:

Respondent Contact Fax Number:

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5. QUESTIONS

The sole point of contact for inquiries concerning this solicitation is:

Purchaser's Name: Darlene Winzenried, CTPM, CTCM
HHSC/ PCS
Tel: 512-406-2547
Email address: Darlene.winzenried@hhsc.state.tx.us

Questions may also be submitted directly to the sole point of contact through the HHS Online Bid Room. See Appendix D.

Direct all communications relating to this solicitation to the HHSC/PCS contact person named above. All other communications between a respondent and HHS agency staff concerning this solicitation are prohibited. In no instance is a respondent to discuss cost information contained in a response with the HHSC/PCS point of contact or any other staff prior to response evaluation. Failure to comply with these requirements may result in response disqualification.

6. PCS AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS SOLICITATION

PCS will post all official communication regarding this solicitation on the ESD website, including the notice of award for solicitations exceeding \$25,000. PCS reserves the right to revise the solicitation at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addendum issued by PCS on the ESD website. Respondents should check the website frequently for notice of matters affecting the solicitation.

7. PROCUREMENT SCHEDULE

The following table documents the critical pre-award events for the procurement. All dates are subject to change at HHSC's discretion.

Table with 2 columns: Event Name and Date. Rows include IFB Release Date (June 9, 2020), HSP Mandatory HUB Review (June 12, 2020), Vendor Question Due (June 14, 2020), HHSC Posts Responses to Vendor Question (June 15, 2020), HSP & Proposals Due (June 26, 2020), and Anticipated Contract Start Date (Sept 1, 2020).

8. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs, and a Policy on the Utilization of HUBs, which is located on HHSC's website.

- 8.1. See Attachment A-B (HUB Subcontracting Plan), and sample CMBL documents.
8.2. In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 (b) a proposal that does not contain a HUB Subcontracting Plan (HSP) is non-responsive; and in accordance with Texas Administrative Code §20.285 (b) (3). Responses that do not include a completed HUB subcontracting plan in accordance with this subsection shall be rejected due to material failure to comply with Government Code, §2161.252(b).

8.3. The sole point of contact for HUB inquires:

Texas Health and Human Services Commission
Ann Tillman, CTCM, CTCD, CPIM(APICS) HUB Coordinator
Phone: (512) 406-2476
E-mail: Ann.Tillman@hhsc.state.tx.us

- 8.4. HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized

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Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a [Policy on the Utilization of HUBs](#) which is located on HHSC's website.

- 8.5. Pursuant to Texas Government Code [§2161.181](#) and [§2161.182](#) and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.
- 8.6. HHSC's Administrative Rules
- 8.6.1. HHSC has adopted the CPA's HUB rules as its own. HHSC's rules are located in the Texas Administrative Code [Title 1, Part 15, Chapter 391, Subchapter G](#) and the CPA rules are located in [Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter D, Division 1](#). If there are any discrepancies between HHSC's administrative rules and this IFB, the rules shall take priority.
- 8.7. Statewide Annual HUB Utilization Goal
- 8.7.1. The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code [Title 34, Part 1, Chapter 20, Subchapter B, §20.284](#) of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goal**, HHSC encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.
- 8.7.2. This procurement is classified as a **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.
- 8.8. Required HUB Subcontracting Plan
- 8.8.1. In accordance with Texas Government Code [Chapter 2161, Subchapter A, §2161.252 \(a\)](#) each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest for the contract, determine whether there will be subcontracting opportunities under the contract. If the state agency determines that there is that probability, the agency shall require that each bid, proposal, offer, or other applicable expression of interest for the contract include a historically underutilized business subcontracting plan
- 8.8.2. In accordance with Texas Administrative Code [Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.285\(a\)\(1\)\(C\)](#) of the HUB Rule, state agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.
- 8.9. HHSC has determined that subcontracting opportunities are probable for this IFB. **As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.**
- 8.10. **Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the IFB, in a separate sealed envelope, with the IFB submission, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.**
- 8.11. **In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not** exempt a respondent from completing the HSP requirement.
- 8.12. HHSC shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.
- 8.13. If HHSC determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.
- 8.14. CPA Centralized Master Bidders List

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8.14.1. Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/tpasscmlsearch.do>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

8.14.2. National Institute of Governmental Purchasing (NIGP) Class/Item Code(s):

- 740-66 Refrigeration Units, For Vaults/Walk-In Coolers: Complete and Self-Contained;
- 740-70 Refrigerators and Freezers, Commercial;
- 931-30 Cafeteria/Kitchen Equipment, Commercial, Maintenance & Repair;
- 936-67 Refrigeration Equipment Maintenance and Repair;
- 968-48 Inspection Services, Electrical Instrumentation and Control; and
- 992-39 Electrical Systems Testing Services.

8.15. Respondents are not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting.

8.16. HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

8.17. HUB Subcontracting Procedures – If a Respondent Intends to Subcontract

8.17.1. An HSP must demonstrate that the respondent made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

8.18. Identify Subcontracting Areas and Divide Them into Reasonable Lots

8.18.1. A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

8.19. Notify Potential HUB Subcontractors

8.19.1. The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

8.19.2. Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.

8.19.3. Use the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, 4 or 5:

Method 1: Respondent Intends to Subcontract with only HUBs:

- The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or**,

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Method 2: Respondent Intends to Subcontract with HUB Protégé(s):

- The respondent must identify in the HSP the HUB Protégé(s) that will be utilized and should:
- include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC, and
- identify areas of the HSP that will be performed by the Protégé.
- HHSC will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When a respondent proposes to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.
- Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or**,

Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

- The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that have existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.
- When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; **or**,

Method 4: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

- The respondent must identify in the HSP and submit documentation regarding both of the following requirements:
- Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

8.20. Respondents must give trade organizations and/or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Small, Minority and Women Business Trade Organizations and Development Centers.

8.21. Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting proposals and must include:

- a description of the scope of work to be subcontracted;
- information regarding the location to review project plans or specifications;
- information about bonding and insurance requirements;
- required qualifications and other contract requirements; and
- a description of how the subcontractor can contact the respondent.

8.22. Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file.

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- 8.23. Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- 8.24. Written Justification of the Selection Process
- 8.25. HHSC will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. HHSC may require the respondent to submit additional documentation explaining how the respondent made a good faith effort in accordance with the solicitation.
- 8.26. A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value responsive bidders.

Method 5: Respondent Does Not Intend to Subcontract

- When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.
- The respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5.1. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The respondent must agree to comply with the following if requested by HHSC:
 - provide evidence of sufficient respondent staffing to meet the IFB requirements;
 - provide monthly payroll records showing the respondent staff fully dedicated to the contract;
 - allow HHSC to conduct an onsite review of company headquarters or work site where services are to be performed and,
 - provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

8.27. Post-award HSP Requirements

- 8.28. The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).
- 8.29. After contract award, HHSC will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP [*Prime Contractor Progress Assessment Report*](#). This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.
- 8.30. As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.
- 8.31. During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

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- 8.32. When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.
- 8.33. If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this IFB (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).
- 8.34. For this reason, HHSC encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.
- 8.35. Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

9. ESTIMATED QUANTITIES

- 9.1. Neither PCS nor any HHS agency guarantees the acquisition of any quantities of goods or services during the term of the contract. "Quantity" information is provided only as a guideline for preparing the response. The quantity information should not be construed as representing anticipated or actual quantities that will be ordered.
- 9.2. PCS does not guarantee the use of the blanket contract or the award of services for any facility or office. HHSC reserves the right to resolicit some or all of the facilities or office locations if PCS determines that it is in the best interest for the state.

10. METHOD AND TERMS FOR ORDERING

- 10.1. Release orders for these services will be issued by PCS on an as needed basis or may be requested (call out) by the Contract Manager as needed if indicated in the solicitation.

Effective dates of Release orders: The vendor shall honor all release orders that are prepared, dated and approved by PCS prior to the conclusion of each contract period and/or the date of expiration of the blanket order. The contractor will be obligated to fill these orders if received by the contractor within a period of fifteen (15) days following the end of each period

11. STATEMENT OF WORK (SOW) TO BE PERFORMED

- 11.1. Contractors shall provide on an "on call, as needed" basis, including labor, materials, tools, equipment, supplies, services, tasks, transportation, and all incidental and customary work. Contractor will provide a written estimate of repairs, etc. prior to services rendered. All customary work shall include but not be limited to refrigeration services including maintenance, repair, modifications and improvements at the Texas Center for Infectious Disease facility.
- 11.2. When so requested, the Contractor shall provide service within twenty-four (24) hours, unless notified that an emergency exists which requires immediate attention to keep the facility in operation. In the event of an emergency, service shall be provided within two (2) hours. The following are examples of services and equipment to be serviced that may be required under the contract: troubleshooting to identify and repair malfunctions or issues affecting the performance of overload relays, variable frequency drives, motors, sensors, and any other equipment parts. Services could also include the installation of new or the upgrading of existing refrigerating units needed daily for facility operations for the Texas Center for Infectious.
- 11.3. The Contractor shall provide non-emergency and emergency type service to keep all refrigeration equipment in operation. If non-emergency service is not provided within twenty-four (24) hours after direct verbal or telephonic notification from the maintenance supervisor, or if emergency service is not provided within two (2) hours after direct verbal or telephone notification from the Texas Center for Infectious Disease, the Texas Center for Infectious Disease has the right to secure the same service from another source and the Contractor shall pay to Texas Center for Infectious Disease all expenses incurred over the unit prices bid. A major hospital emergency shall be defined by the maintenance supervisor shall constitute an emergency service request.

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- 11.4. The Awarded Contractor hereby covenants, contracts, and agrees to furnish all necessary labor, transportation, materials, and equipment, and to perform all the work and labor required herein in an expeditious, substantial, and workmanlike manner in accordance with the bid proposal and all pertinent documents found in the agreement. Contractor shall be responsible for supervision, clean up and disposal, and must have all applicable permits, licenses, and insurance coverage.
- 11.5. In the event the Texas Center for Infectious Disease equipment is altered, modified, changed or if any equipment is added, moved within the premises or moved to other premises, this agreement may be modified or terminated.
- 11.6. The charges for labor required at the Contractor's shop to fabricate or repair parts requested by the Department will be reimbursable, providing the Contractor supplies an estimate of the time required to conduct the shop work and which will not be exceeded without prior approval of the Department. The charges for work performed at the Contractor's shop will be paid at the same rates as for work performed at the job site.
- 11.7. For parts and materials, Texas Center for Infectious Disease shall reimburse the Contractor for its actual cost for obtaining the parts and materials, and handling and administrative expenses and reasonably incurred to obtain the parts and materials, such handling and administrative expenses not to exceed ten percent (10%) of the cost of obtaining the parts and materials. Such handling and administrative expenses must be clearly identified as such on the invoices submitted for reimbursement. Copies of parts and materials invoices shall be submitted as backup to the Contractor's invoices.

12. REGULATIONS AND SAFE CONDUCT OF WORK:

Contractor shall plan and conduct the work to safeguard persons and property from injury. Contractor shall direct the performance of the work in compliance with reasonable safety and work practices and with applicable federal, state, and local laws, rules and regulations, including but not limited to "Occupational Safety and Health Standards" as established by the U.S. Secretary of Labor and the Texas Department of Health Occupational Safety Division, including the wearing of the required personal protective equipment as proposed by Contractor. Texas Center for Infectious Disease reserves the right to inspect the work and to halt construction or repair to ensure compliance with reasonable and safe work practices and with the applicable federal, state, and local laws, rules and regulations. Neither the requirement that Contractor follow said practices and applicable laws, rules, and regulations, nor adherence thereto by Contractor, shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions.

13. SERVICE REQUEST PROCEDURES:

- 13.1. Service request: Texas Center for Infectious Disease Facilities Manager or authorized representative will **issue** a service request to the Contractor detailing the property address, scope of work, time for completion, and other necessary details.
- 13.1.1. Unless agreed otherwise in the Service Request, the contractor must complete the repairs within three (3) days of notice to the contractor.
- 13.1.2. Service Request will be issued in writing - fax, email or hardcopy - at Texas Center for Infectious Disease option.
- 13.1.3. All correspondence and invoices must reference the Service Request number.
- 13.1.4. Provide a constantly monitored 24 hours per day, 7 days per week telephone number to contact for service.
- 13.1.5. Ensure technician(s) contact the designated TCID representative upon arrival at the job site. The technician(s) shall have the designated TCID representative log the start and completion times on the service ticket for services performed.

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- 13.1.6. Include the following on the service ticket/invoice:
 - Building number
 - Floor number/room number
 - Name of technician(s) and helper(s) performing the work
 - Number of hours worked - vendor check in-out Log
 - TCID work order number issued for that job, if applicable
- 13.1.7. Perform and complete all work required. In the event the work is not completed by the technician(s) by the end of the business day, the technician shall provide the designated TCID representative in writing, the status of the work, reason for delay and the estimated completion date.
- 13.1.8. Leave the work area clean and free of materials, debris and vendor equipment to the satisfaction of the designated TCID representative. The technician(s) shall:
- 13.1.9. Remove from the building and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances and statutes.
- 13.1.10. Clean all areas of scrap materials, dirt, dust, and debris generated in performance of the service at the time the service is provided.
- 13.1.11. Clean, repair or replace any item damaged by the vendor or its subcontractor(s) during the performance of the service to the satisfaction of TCID, and at no additional cost to TCID.
- 13.2. **Miscellaneous Services**
Contractor shall provide miscellaneous services (such as core drilling, rental equipment, labor) necessary to complete needed facility required work. The Contractor shall provide a cost estimate, which shall be approved by the authorized facility representative prior to any work being performed
- 13.3. **Performance Warranty**
The contractor shall guarantee all work included in the purchase order against defects in "workmanship; and shall satisfact orally correct, at no cost to Facility, any such defects 'that become apparent within a period of one year after completion of work. The warranty will commence upon date of completion and acceptance of work. Any warrantable work performed shall continue to be covered under warranty until expiration of warranty by contractor even i f resulting is cancelled for any reason.
- 13.4. **Material Warranty**
Parts furnished under the purchase order shall be the latest improved models in "production, as offered to the commercial I trade, and shall be quality material." "USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITION"OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The contractor shall provide the facility authorized facility representative with all manufactures warranty documents upon completion of installation and prior to leaving the job site.
- 13.5. A site visit is recommended. Contact at Regina.Rabago@dshs.texas.gov or 210-531-4940 to schedule.

TCID Refrigeration/Ice Machines

Equipment Type	Location	Manufacturer	Model Number	Serial Number	El<isting Bar Code
TCID Building 503 - Kitchen					
Evaporator	Vault #4	Masterbilt	SA38-195B-AE	E09G47958307004	673001889
Condenser	Vault #4	Masterbilt	RSPR1138CS	163198	673001886
Evaporator	Vault #5	Masterbilt	SE46-185B-DE	E12E00612351002001	673001890
Condenser	Vault #5	Masterbilt	RSPR1138CS	163198	873001885
Evaporator	Vault #6	Larkin	AP6102AJ	D96H04781	673001888
Condenser	Vault #6	Trenton	TEHA020E6-HTIB-B	120303965T	673001887
Milk Cooler	Register	Nurinke	AR082SSS/0-A	13080045	None
Reach In	Serving Line	TRUE	T-49	1-4727792	None
Reach In	Kitchen	TRUE	T-49F	7010175	673001498
Reach In	Kitchen	Travisen	SC20000	T966950F95	673000742
TCID Building 533					
Freezer	1113	Puffer Hubbard	IUF 180SA14	V26F-310669-VF	67300089

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Freezer	1113	SOW-LOW	V85-18	7081264	67301759
Freezer	1113	Lab Research	SLR-26	2007277	673000678
Reach In	1113	Victory	RSA-2OS7	A0741509	673001753
Reach In	1113	Thermo-Scientific	REB1204AZZ	117673101101215	673001746
Reach In	1113	Harris	ELT-21V-85D14	V25H-397940-WH	673000688
Reach In	1075	VMR Scientific	R421GA14	V28F-310887-WF	673000685
Reach In	1120	Victory	RSA-2DS7	C0744037	None
TCID Ice Machines - All					
Ice Machine	503/101	Manitowac	SN20A	1101011131	None
Ice Machine	503/101	Scotsman	MDTSN40A-1J	11071320014925	673001817
Ice Machine	503/101	Scotsman	MOTSN40A-1J	11071320014941	673001815
Ice Machine	502/1103	Scotsman	HID525A	17061320013986	None
Ice Machine	502/2103	Manitowac	SN12A	110985838	None
Ice Machine	502/2108	Manitowac	SN12A	110985835	None
Ice Machine	503	Manitowac	ID0322A	1101295752	None
Ice Machine	503	Scotsman	C0530NA-1E	18011320016616	None
Ice Machine	518	Manitowac	SV0454A	110925580	673000656
Ice Machine	533/1120	Follett	12C1400A	D29666-19111	673001797
Ice Machine	533/1033	Manitowac	2N20A	1101011376	None

14. **TERM OF CONTRACT**

- 14.1. Initial Contract Term: The initial term of Contract is **09/01/2020 – 08/31/2023. No Renewals.**
- 14.2. If the Federal Minimum Wage Rate increases during the term of this service the minimum wage rate paid to janitors or workers will be increased and fees to the respondent may be increased. This increase may be paid upon HHSC's receipt of written notification from the respondent that the Federal Minimum Wage Rate has increased. No increase can be provided prior to the actual date of the Federal Minimum Wage Rate increase.
- 14.3. The decision to renew this contract shall be at the sole discretion of HHSC. Such renewal shall be subject to all specifications and terms and conditions of the contract resulting from this procurement. By submission of a response to this solicitation, respondent agrees to be bound, for the initial term of the contract and for any and all renewal terms that HHSC may elect to exercise, and to perform the services described at the rates quoted in the IFB.
- 14.4. Option to Extend Services: The respondent by submission of a response to this solicitation agrees that HHSC may require continued performance, beyond the initial term or renewal contract term, of any of the herein described services at the rates specified herein. This option may be exercised more than once, for the purpose of meeting HHSC procurement goals but the total extension of performance hereunder shall not exceed one hundred twenty (120) calendar days. Such extension of services shall be subject to all specifications and terms and conditions of the contract resulting from this procurement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. HHSC may exercise this option upon notice to the awarded respondent.
- 14.5. During the contract period, the HHS agency may add space to an office, relocate offices, close offices, consolidate multiple offices into a single location, or expand from a single location into multiple offices. The HHS agency will attempt to provide awarded Contractor(s) with at least 30 days' notice of new address in the event of office relocation. HHSC reserves the right, in its sole discretion, to add or delete space and or service locations during the period covered by any resulting contract(s) at the same rate. Any new service locations added to this contract will be in close proximity to existing office locations (within 50 mile radius of existing location), or in the same HHSC region.
- 14.6. Emergency Option to Extend Services: The Contractor by submission of a response to this solicitation agrees that HHSC/PCS may require continued performance, beyond the initial term or renewal contract term, of any of the herein described services at the rates specified herein. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed one hundred twenty (120) calendar days. Such extension of services shall be subject to all specifications and terms and conditions of the contract resulting from this procurement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. HHSC/PCS may exercise this option upon written notice to the awarded contractor.

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15. CONTRACTOR'S RESPONSIBILITIES

- 15.1. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the purchase order including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.
- 15.2. The Contractor will be responsible for verifying that all employees will be in compliance with all requirements of the Immigration Reform and Control Act of 1986, Public Law 99-603, which became effective November 6, 1986.
- 15.3. The Contractor shall provide all labor and equipment necessary to perform/accomplish the service. All employees of the Contractor shall be a minimum of 18 years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children or other relatives of the Contractor's employees will be allowed on state property during working hours.
- 15.4. The Contractor will be responsible for all employment taxes and other payroll withholding for their employees.
- 15.5. The Contractor shall be responsible for damage to the HHS agency's equipment, and/or the workplace and its contents by its works, its negligence in work, its personnel, or its equipment. The Contractor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for an HHS agency.
- 15.6. The Contractor shall have local telephone service. The use of a recording/answering device, or an answering service, is not acceptable except for after normal business hours. Normal business hours are considered to be between 8:00 AM and 5:00 PM Monday through Friday, unless otherwise stated in the solicitation. An emergency 24-hour response number must be provided to allow immediate contact of the Contractor.
- 15.7. The Contractor shall have available, under its direct employment and supervision, necessary organization and facilities to properly fulfill services required under the resulting contract and only personnel trained in completing the services shall be employed under and for this contract.

16. PERSONNEL REQUIREMENTS/CONDUCT

- 16.1. The Contractor and contractor employees shall not use state equipment including but not limited to (computers, telephones, facsimiles, copiers, printers, calculators, typewriters), except for phone use in cases of emergency and/or to respond to work requests from the HHS agency. Misuse of this equipment may result in termination of the contract.
- 16.2. The Contractor shall have competent supervisors at the work location at all times that services are being rendered. All supervisors must be able to communicate fluently in English. The supervisor shall be knowledgeable of the specifications of the contract, and shall personally inspect the work to ensure that uniform first class workmanship is continually maintained.
- 16.3. Intoxicants and Illegal Drugs: The use of any kind of intoxicants or illegal drugs while on duty by the Contractor's employees may result in termination of the contract by the HHS agency. Contractor's employees shall not bring intoxicants or illegal drugs onto state property.
- 16.4. Quality and Job Progress: The Contractor shall maintain continuous awareness of the quality and completeness of the work performed/accomplished by his/her employees by personal inspection of the premises. The contractor may be required to inspect the job location/building with the contract administrator or designee.
- 16.5. The Contractor shall provide trained qualified personnel to perform/accomplish the work in accordance with the contract documents.
- 16.6. Absenteeism and Vacation: The Contractor shall provide substitutes for any workers not present for work. The Contractor shall provide relief personnel as necessary and/or work overtime at no cost to HHS agency to ensure that the requirements of this contract are performed/accomplished as required.
- 16.7. It is understood and agreed by the HHS agency and the Contractor that the Contractor is retained as an independent contractor and in no event shall any employee hired by the Contractor be considered an employee of the state.
- 16.8. The Contractor shall provide each employee used in the performance of work under the contract with adequate training to perform/accomplish the work competently as defined in the specifications.
- 16.9. Smoking: All facilities are nonsmoking buildings. CONTRACTOR'S EMPLOYEES ARE PROHIBITED FROM SMOKING IN ALL NON-DESIGNATED AREAS.

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- 16.10. **BACKGROUND CHECK:** The awarded Contractor will conduct statewide DPS criminal and sex offender background checks on all the Contractor's permanent and temporary personnel and subcontractors scheduled to work on services under this contract. Supporting documentation confirming the completion of these comprehensive background checks may be subject to review upon request by the HHS agency. Failure to produce the requested documentation may be cause for cancellation of the purchase order. Any expense associated with the background checks will be borne by the Contractor. Complete background checks will be required before any contract employee begins work at a state building or on state property and may be requested any time thereafter. An independent third-party company must accomplish background checks and must include the following at a minimum. The background checks shall include, but not be limited to, the following:
- Social Security Number verification.
 - Statewide criminal and sex offender records shall include, but not be limited to, all Texas counties and out-of-state counties based on the current and previous addresses of the applicant for the last seven years.
 - Personnel with sex offender, child or adult abuse, or fraud offenses, shall not be allowed to work on this project and shall not be allowed access to the HHS agency offices, facilities, or documents. Personnel with misdemeanor offenses must receive prior approval by the HHS agency before being allowed to work under this contract.
- 16.11. When on state property, employees are required to wear uniforms and identifying badges at all times. Uniforms may be simple "company T-shirts" or smocks – or other approved apparel. All employees must wear clean/presentable pants (no shorts). Company uniform shirts/smocks must be all of one uniform/consistent color or design. Managers/Supervisors may wear a distinguishing style of uniform, but should strive to maintain a company "standard color" to aid in identification. All contract personnel must prominently display their company identification cards - at all times.

17. CONTRACTOR'S PERSONAL CONDUCT:

- 17.1. While performing the services, contractor's and subcontractor's personnel must comply with applicable state rules, regulations, and HHS agency's requests regarding personal and professional conduct applicable to the service locations; and otherwise conduct themselves in a businesslike and professional manner. If the HHS agency determines in good faith that a particular employee or subcontractor's employee is not conducting himself or herself in accordance with this Section, the HHS agency may provide awarded contractor with notice and documentation concerning such conduct. Upon receipt of such notice, contractor must promptly investigate the matter and take appropriate action that may include:
- Removing the employee from the project;
 - Providing HHS agency with written notice of such removal; and
 - Replacing the employee with a similarly qualified individual in a period acceptable to HHS agency.
- 17.2. Nothing in the Agreement will prevent contractor, at the request of HHS agency, from replacing any personnel who are not adequately performing their assigned responsibilities or who, in the reasonable opinion of HHS agency staff, after consultation with contractor, are unable to work effectively with the members of the HHS agency's staff. In such event, awarded contractor will provide replacement personnel with equal or greater skills and qualifications as soon as reasonably practicable. Replacement of key personnel will be subject to the HHS agency review and approval. The parties will work together in the event of any such required replacement so as not to disrupt the overall project schedule.
- 17.3. The awarded contractor agrees that anyone employed by awarded contractor to fulfill the terms of the agreement is an employee of contractor and remains under contractor's sole direction and control.
- 17.4. The HHS agency may request the Contractor to remove any employee for cause, including but not limited to: poor or unacceptable performance of work, theft, abusive language or behavior, improper attire, in accordance with the terms and conditions of the contract. Occurrences of this type may be cause for termination of the contract.

18. FORMER EMPLOYEES OF A STATE AGENCY:

Respondents must comply with Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., [Texas Government Code §§ 572.054 and 572.069](#) and [45 C.F.R. §74.43](#)). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.

As a result of such laws and regulations, a respondent must certify that it has complied with all applicable laws and regulations regarding former state employees by signing this solicitation. Furthermore, a respondent must disclose any relevant past state employment of the respondent's or its subcontractors' employees and agents.

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19. CONTRACTOR'S PERFORMANCE:

- 19.1. All work performed under this contract shall be in accordance with this contract, local codes and ordinances and any other authority having lawful jurisdiction. It is important that the contractor performs all duties as stated. Failure to do so may result in cancellation of the contract.
- 19.2. Quality Assurance: The HHS agency shall periodically communicate with the awarded contractor via telephone, email, and on-site visits to address questions, concerns or progress.
- 19.3. All services and deliverables must meet or exceed the required levels of performance specified in this solicitation.
- 19.4. Contractor will perform services in a skillful manner, in accordance with best practices and high professional standards used in well-managed operations performing services similar to the services described in this solicitation.
- 19.5. Within forty-eight (48) business hours, all performance issues reported to the awarded contractor shall be corrected. If requested by the HHS agency, the contractor shall provide a written report detailing the performance issue(s) and resolution. The HHS agency's contract manager will report/discuss performance deficiencies with the contractor and seek to achieve resolution of the issues with the contractor. The HHS agency contract manager will report the following compliance issues to HHSC/PCS for resolution.
- Failure to reach agreement on corrective action.
 - Failure to perform in accordance with corrective action plan.
 - Numerous, repeated violations of this contract and corrective action plan(s).
- 19.6. The HHS agency contract administrator and/or PCS may utilize a Comptroller of Public Accounts (CPA) Vendor Performance Form to report awarded contractor's performance to HHSC Procurement and Contracting Services (PCS) staff. PCS staff may report the contractor's performance to the Texas Comptroller of Public Accounts-Vendor Performance Section.
- 19.7. Respondent warrants that deliverables developed and delivered under this agreement will meet the specifications as described in the agreement during the period following its acceptance by the HHS agency, through the term of the agreement, including any extensions and/or renewals as provided in the agreement, which is subsequently exercised by HHSC/PCS. Awarded contractor will promptly repair or replace any such deliverables not in compliance with this warranty at no charge to the HHS agency.

20. REMEDIES AND DISPUTES

- 20.1. Respondent agrees and understands that HHS agency may pursue tailored contractual remedies for noncompliance with the agreement. At any time and at its discretion, HHS agency may impose or pursue one or more remedies for each item of noncompliance and will determine remedies on a case-by-case basis. HHS agency's pursuit or non-pursuit of a tailored remedy does not constitute a waiver of any other remedy that HHS agency may have at law or equity.
- 20.2. The HHS agency will notify respondent in writing of specific areas of awarded contractor performance that fail to meet performance expectations, standards, or schedules, but that, in the determination of HHS agency, do not result in a material deficiency or delay in the implementation or operation of the services.
- 20.3. Awarded contractor will, within three (3) business days (or another date approved by HHS agency) of receipt of written notice of a non-material deficiency, provide the HHS agency requestor a written response that:
- Explains the reasons for the deficiency, awarded contractor's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured; or
 - If awarded contractor disagrees with the HHS agency's findings, its reasons for disagreeing with the findings.
- 20.4. The awarded contractor's noncompliance may result in delayed payment or non-payment as determined by HHS agency.
- 20.5. At its discretion, the HHS agency may require contractor to submit a detailed written plan (the "Corrective Action Plan") to correct or resolve an issue, deficiency, or a breach of this Agreement.
- A detailed explanation of the reasons for the cited deficiency;
 - Awarded contractor's assessment or diagnosis of the cause; and
 - A specific proposal to cure or resolve the deficiency.

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- 20.6. The Corrective Action Plan must be submitted by the deadline set forth in HHS agency's request for a Corrective Action Plan. The Corrective Action Plan is subject to approval by HHS agency, which will not unreasonably be withheld.

21. REFERENCES

Respondents must submit with response a list of business references (minimum 3) for which they have provided similar services for in the last two years. Respondent's references should include at a minimum the company name, company point-of-contact, phone number, address, city, state, zip code and description of services provided, including language(s) interpreted (see attachment "References"). Failure to submit required list of references may cause response to be disqualified. HHSC/PCS may contact any or all references prior to an award. Any negative response may result in disqualification of the vendor's submittal.

22. INVOICING AND PAYMENT

- 22.1. HHSC/PCS will issue an individual purchase order for the HHS agency requiring services under the contract issued in accordance with this solicitation. Each purchase order will include the appropriate bill to address for the HHS agency requesting services.
- 22.2. Invoices submitted to the HHS agency must reflect the purchase order number as shown on the purchase order, and must specify in detail the work completed for which payment is due. Invoices are to be submitted to the address specified on the individual HHS agency purchase order.
- 22.3. Payment for services will be made by the HHS ordering agency in accordance with the price sheet.
- 22.4. Contractor must submit Invoices on a monthly basis or as otherwise indicated on the purchase order. Separate invoices must be submitted for each service location.
- 22.5. Failure to submit required information may result in delay of payment or return of invoice.
- 22.6. No payment will be made under the contract until and unless the HHS agency approves the services performed.
- 22.7. Prices are all inclusive and no other charges are authorized. It is the responsibility of the awarded contractor to pay for any expenses incurred. The HHS agency will not pay any per diem, travel, hotel, equipment, phone calls, paper, reproduction services, office space, or other incidental expenses related to performing the services as advertised.
- 22.8. If the HHS agency disputes payment of all or any portion of an invoice from the awarded contractor, the HHS agency will notify the awarded contractor of such dispute and both parties will attempt in good faith to resolve the dispute. The HHS agency shall not be required to pay any disputed portion of an awarded contractor's invoice. Notwithstanding any such dispute, the awarded contractor must continue to perform the services and produce deliverables in compliance with the terms of this agreement pending resolution of such dispute so long as all undisputed amounts continue to be paid to the awarded contractor.

23. INSURANCE

- 23.1. Awarded contractor shall carry insurance in the following types and amounts for the duration of the contract (or the minimum limit specific by State of Texas statute, whichever is highest), and shall furnish Certificates of Insurance within (10) calendar days from the receipt of notice award. State or other applicable entities, in lieu of the above, may submit a letter stating that they are self-insuring in the amounts required. See also, Exhibit B, General Insurance Requirements.
- Statutory Worker's Compensation and Employer's Liability with minimum of \$100,000.00.
 - Comprehensive General Liability Insurance with minimum Bodily Injury limits of \$ 500,000.00 for each occurrence, and Property Damage limits \$500,000.00 for each occurrence to include Premises-Operations, Broad Form Property Damage, Personal Injury and Contractual Liability Coverage.
 - If the insurance policies are not written for the amount specified above, the awarded contractor is requires to carry an Excess Insurance policy for any difference in the amount specified. Awarded contractor shall be responsible for any deductible amounts stated in the policies.
 - If the service specified requires the awarded contractor to use an automobile, the awarded contractor shall carry Automobile Liability insurance for all owned, non-owned, and hired vehicles with minimum limits for bodily Injury

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\$250,000.00 for each person and \$500,000.00 for each occurrence, and Property Damage limits of \$250,000.00 for each occurrence.

23.2. Property Damage: AWARDED CONTRACTOR will protect the HHS agency’s real and personal property from damage arising from awarded contractor its agent’s, employees’ and sub-awarded contractor’s performance of the Agreement. The awarded contractor will be responsible for any loss, destruction, or damage to the HHS agency’s property that results from or is caused by Awarded contractor, its agents’, employees’ or subcontractor’s negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of the HHS agency, awarded contractor will notify the HHS agency contract manager or other designated staff. Subject to direction from PCS or the HHS agency’s contractor manager or her or his designee, will take all reasonable steps to protect that property from further damage.

24. MINOR INFORMALITY OR WITHDRAWAL OF RESPONSE

Responses may be withdrawn from consideration at any time prior to the response submission deadline. A written request for withdrawal must be made to the HHSC Point of Contact. A Respondent has the right to amend its response at any time and to any degree by written notice of changes or corrections in a sealed letter or carton to the Response Coordinator prior to the response submission deadline. HHSC reserves the right to waive minor informalities in a response and award a contract that is in the best interests of the State of Texas. A minor informality may include, but is not limited to, a minor irregularity or error such as a clerical error in the production of copies of the response. When HHSC determines that a response contains a minor informality, HHSC shall notify the respondent of the irregularity or error and shall provide the respondent the opportunity to correct.

25. EVALUATION

25.1. Respondents may submit responses for an entire region or one or more specific locations out of a region. The price sheet will identify the locations that will be awarded immediately to be serviced now and any additional counties within a respective Region. Attached is an HHSC Regional Map to identify all Texas Regions and associated counties.

25.2. Any negative result concerning submission information, references or forms may cause response to be disqualified.

25.3. In evaluating responses to determine the best value for the State, PCS may consider information related to past contract performance/results of a Respondent including, but not limited to: CPA’s [Vendor Performance Tracking System](#).

25.4. All responses will be evaluated in a standard manner and will be rated according to the following criteria:

25.4.1. COST OF SERVICES SPECIFIED IN SOLICITATION

Costs of services are significant in the overall evaluation of the responses. However, HHSC/PCS is not obligated to select the lowest cost response. The award will be made to the vendor whose response is most advantageous to the HHS agencies, cost and other factors considered.

25.4.2. EXPERIENCE AND PERFORMANCE RECORD

PCS reserves the right to consider Respondent’s experience with this agency or contact individuals or businesses, whether private or governmental, which might have information bearing on the performance record of respondents.

Respondents must provide three (3) customer references for which a contract was entered into to perform similar or same work as detailed in this solicitation. Each reference should provide information on experience of at least a two-year period. These references must be submitted with the response.

25.4.3. CAPABILITIES

Evaluation will be based upon your response to this solicitation, overall experience, and vendor’s capabilities with particular emphasis on the degree of supervision and number of employees that will be provided to perform this contract

26. PRICING

Respondents must propose their pricing based on the specifications in this solicitation. Respondents must indicate their pricing in the format on the price sheet. The HHS agency is not responsible for any ancillary costs and will not be responsible for any additional expenses incurred by the respondent that are not represented in the respondent’s pricing.

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27. AWARD

- 27.1. HHSC/PCS reserves the right to make an award on the basis of a low line item, low total (group or groups) or in any other combination, to the lowest respondent meeting or exceeding all advertised specifications, performance requirements, and terms and conditions, that will best serve the interests of the State. HHSC/PCS shall be sole judge of "the best interest of the State."
- 27.2. A contract award or awards shall be made to the highest-ranked respondent(s) after PCS is satisfied that the respondent has met stipulations contained in this solicitation, and that the vendor can perform per specifications, terms and conditions. HHSC/PCS may also opt not to issue an award with regard to this solicitation. During the life of this contract PCS reserves the right to solicit for services that would normally be performed/accomplished using this contract if it deems that by doing so would be in the best interest of the state.

28. INSTRUCTIONS FOR SUBMITTING RESPONSES

- 28.1. Number of Copies:
Submit one (1) original of copy of the response. An authorized representative must sign the original in ink.
- 28.2. **RESPONSE SUBMISSION:**
Submit the following with the response. Failure by the respondent to submit the documentation listed below may disqualify the respondent from further consideration.

Section 1: Signed Solicitation form:

- Original, signed, dated, and completed solicitation form.
- All addendums (if issued).

Section 2: Respondent’s Background and Experience

In this section detail the respondent's corporate background and experience. If the respondent proposes to use subcontractor(s), it must describe any existing or ongoing relationships with the subcontractor(s), including project descriptions. Describe the respondent's corporate background as it relates to projects similar in scope and complexity to the project described in this solicitation. This section must include information regarding the years the respondent has been in business under the same name completing the same or similar services.

Section 3: Capabilities:

In this section, detail the respondent’s approach and ability to meet the service requirements as specified in the solicitation. Include organization chart, project management activities, number of staff, with particular emphasis on the degree of supervision and number of employees that will be provided to perform this contract. Include a description of current business activities and if the response includes the use of subcontractors, include a similar description of each subcontractor’s capabilities. The respondent may add any other information that demonstrates their capability to perform under this contract.

Section 4: Attachments:

In this section, include all required attachments.

- Affirmations and Solicitation Acceptance (Exhibit A)
- Reference form (Appendix B).
- Price Sheet. The price sheet includes the format for submitting the pricing information.
- Copies of certifications and/or licenses, if applicable

29. PROTEST PROCEDURES

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

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30. CONTRACT ADMINISTRATION:

Administration of the contract is a joint responsibility of the HHS agency Contract Administrator and PCS.

Any proposed changes to work to be performed, whether initiated by the HHS agency or the awarded contractor, must receive final written approval in the form of a Purchase Order Change Notice signed by the authorized PCS purchasing agent.

Upon issuance of purchase order, PCS will designate an individual who will serve as the Contract Manager, if necessary, and point of contact between the agency and the vendor. The Contract Manager does not have any express or implied authority to vary the terms of the purchase order, amend the purchase order in any way or waive strict performance of the terms or conditions of the purchase order. This individual's contract management and contract administration responsibilities include, but are not limited to:

- Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.
- Managing the financial aspects of the contract including approval of payments.
- Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.
- Identifying a breach of contract by assessing the difference between contract performance and non-performance.
- Other areas as identified by the Comptroller of Public Accounts' State of Texas Procurement and Contract Management Guide, latest edition.

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Appendix A – RESPONDENT CHECKLIST FOR SUBMISSION OF RESPONSE

The following is checklist of certain required and requested items in this solicitation to assist the respondent in responding to this solicitation. Failure to submit required information may cause response to be disqualified.

- Respondent should submit response in accordance with the instructions on the cover sheet. Response must be submitted in a sealed envelope referencing the following information in the lower left corner of the envelope: opening date & time, requisition number and respondent’s name and address.

- Respondent must sign and return the face (cover sheet) of the solicitation. Unsigned responses will not be considered under any circumstance.

- Respondent shall complete Payee ID Number, full business name and address of Respondent on the face of the solicitation.

- Respondent must read the solicitation thoroughly and understands that by signing the response the Respondent represents that they have read and understood the specifications as well as the Terms & Conditions.

- Respondent must submit with response a list of business references on the “References” form attached. Failure to submit required list of references may cause response to be disqualified.

- Respondent shall submit with response, the following completed forms and information. Failure to return form(s) may cause response to be disqualified.
 - Solicitation Form with signature
 - Company information as indicated above
 - Exhibit A- Affirmations and Solicitation Acceptance
 - Appendix B - Respondent Reference Form
 - Copies of certifications and/or licenses
 - Price Sheet

HHS Procurement and Contracting Services

Appendix B – Respondent Reference Form

Respondents must submit with response a list of business references (minimum 3) for which they have provided similar services for in the last two years. These references should demonstrate the respondent's ability to perform the Scope of Work described in the solicitation. Include contract dates and contact information (customer points of contact, address, telephone number and email address). The respondent must explain whether it performed the work as a prime contractor or subcontractor. If the respondent performed the work as a subcontractor, the respondent must describe the scope of subcontracted activities.

1. Business Name:

Point-of-Contact / Title:

Phone: Address/City/State:

Description of Service Provided

2. Business Name:

Point-of-Contact / Title:

Phone: Address/City/State:

Description of Service Provided

3. Business Name:

Point-of-Contact / Title:

Phone: Address/City/State:

Description of Service Provided

4. Business Name:

Point-of-Contact / Title:

Phone: Address/City/State:

Description of Service Provided:
