



**HHS Procurement and Contracting Services  
Invitation for Bid (IFB)  
PART A**

Check one: <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Informal			
<b>Solicitation No.:</b>	<b>Solicitation Post Date:</b>	<b>Response Due Date:</b>	<b>Response Due Time:</b>
<b>HHSTX-117021R</b>	08/25/2020	08/28/2020	11:00am CDT
<b>Response MUST be emailed or mailed to the address below. Response may NOT be submitted by Fax.</b>			
<b>Point of Contact for Questions:</b> Buyer: Michelle Rakos Telephone: 512-406-2496 Email : <a href="mailto:michelle.rakos@hhsc.state.tx.us">michelle.rakos@hhsc.state.tx.us</a>		<b>Mail Response:</b> Health and Human Services Commission ATTN: Response Coordinator 1100 W 49 <sup>th</sup> St MC 2020 Austin, Texas 78756  <b>Email Response to:</b> <a href="mailto:Michelle.Rakos@hhsc.state.tx.us">Michelle.Rakos@hhsc.state.tx.us</a>	<b>Ship to:</b> Lubbock State Supported Living Center Canteen 3401 N. University Lubbock Texas 79408
Source of Authority:	<input type="checkbox"/> CPA/SPD	<input type="checkbox"/> DIR	<input checked="" type="checkbox"/> Other: 2155.1441
<p>See Excel Price Sheet tab two (Line Details) for listed item(s). Bidder must bid Unit Price and bid referenced part number(s) or equal. If bidding equal, bidder must provide specifications and descriptive literature with bid. Sign Part A (this document) and return Excel Price Sheet Part B. Bid may be disqualified if Price Sheet is not returned in XML or Excel format. If emailing a bid, include the following information in the email: Email Subject Line: Solicitation #, Vendor Name, Buyer Name, Due Date and Time.</p>			
<b>Early Payment Discount</b> [ ] % [ ] Days		<b>Total</b>	[ ]
<b>NOTE:</b> Quote F.O.B. Destination Freight Prepaid & Included, otherwise show exact delivery cost and terms. Unless stated otherwise, delivery is considered to be 14 days after receipt of order (ARO).		<b>Estimated Delivery Date:</b>	[ ]

By signing this document, respondent certifies that prices shown on this quote or Excel price sheet 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.

- Check below if preference claimed under Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule § 20.306:
- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - Agricultural products grown in Texas
  - Agricultural products offered by a Texas bidder
  - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
  - Texas Vegetation Native to the Region
  - USA produced supplies, materials or equipment
  - Products of persons with mental or physical disabilities
  - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
  - Energy Efficient Products
  - Rubberized asphalt paving material
  - Recycled motor oil and lubricants
  - Products produced at facilities located on formerly contaminated property
  - Products and services from economically depressed or blighted areas
  - Vendors that meet or exceed air quality standards
  - Recycled or Reused Computer Equipment of Other Manufacturers
  - Foods of Higher Nutritional Value.

**VENDOR / RESPONDENT MUST COMPLETE ALL ITEMS:**

Signature of Vendor or Authorized Representative (Must be signed; failure to sign may disqualify response.)

Print Name: [ ]

Texas Vendor Identification No. (or Federal Employer's ID): [ ]

Name of Business: [ ]

Street Address: [ ]

City-State-Zip Code: [ ]

Telephone Number: [ ]

Fax Number: [ ]

E-Mail Address: [ ]

*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.

**1. PURPOSE:**

Texas Health and Human Services Commission is accepting bids for drinks for LBSSLC CANTEEN sales which will result in a Blanket PO (Purchase Order). Quantities may be increased or decreased upon need during the term of the PO. Orders will be placed as needed by Agency point of contact. Manufacturing item numbers are used for Reference Only. If bidding other than specified brand, bidder must include with bid sufficient literature to allow evaluation of the items. Failure to provide literature with quote response may be cause for not considering for an award. Bidder must bid at minimum 90% of the specified items or bid may be disqualified. See: Excel Itemized Price List (Part B)

**2. CLASS-ITEM:**

a) CLASS: 393 ITEM(S): 77

**3. CONTRACT TERM:**

a) The term of this contract shall be from 09-01 2020 to 8-31-21 with no Renewals.

**4. DESTINATION OF GOOD(S):**

Lubbock State Supported Living Center Canteen, 3401 N. University Lubbock Texas 79408

**5. SHIPPING INSTRUCTIONS:**

a) Orders will be placed on an 'as needed' basis by Agency Program Point of Contact.

**6. SHIPPING TERMS:**

a) F.O.B. destination, freight prepaid and allowed. (Included in unit price). Inside or dock delivery required depending on facility location.

**7. REQUIREMENTS/LIMITATIONS:**

a) Quantities may be increased or decreased upon need during the term of the PO. The quantities shown are estimates only and do not constitute a guarantee of purchase.

**8. HHSC POINT OF CONTACT – BUYER:**

a) All communications relating to this IFB must be directed to the HHSC Buyer named above. All communications between respondents and other HHSC staff members concerning this IFB are strictly prohibited. Failure to comply with these requirements may result in bid disqualification.

**9. QUESTIONS AND ANSWERS:**

a) Direct all questions relating to this IFB only to the HHSC Buyer named above. No communication, verbal or written, shall change any of the specifications within this IFB. Specifications shall be changed only via written addendum to the solicitation. Deadline for receipt of questions is **2:00 PM CDT Aug 27, 2020**. Questions will be answered in the form of an addendum to the solicitation.

**10. BIDDING INSTRUCTIONS:**

a) Bidder must read the entire IFB, Itemized Price Sheet with Product Specifications, HHSC Terms and Conditions.

b) Bidder agrees to comply with all conditions of this IFB and with all attachments.

c) Bidder's price must remain firm through the entire contract period unless allowed during the contract renewal process. Price increases will not be allowed unless specifically listed with the bid specification. Price decreases will be accepted at any time.

d) Bidder's price is allowed to be carried out no more than THREE (3) decimal places. i.e., \$12.552, \$0.568, \$1.519, etc.

e) Bids using more than three (3) decimal places may be disqualified.

- f) Bidder shall offer pricing to include all administrative, overhead, processing loss and/or cost of delivery to point of consumption. The bidder shall quote a price per bid unit for the appropriate size package or unit. Bidder shall quote items as they are listed (i.e., LBS, CS, DOZ, etc.)
- g) Bidder shall list all brands being bid. It is imperative that the brand name and code number (manufacturer and vendor), pack and size be shown on each item bid. Brand names should include product code or other identification.
- h) Bidder shall list vendor's code number as well as the manufacturer item code number with each product and include the varieties/flavors and their code numbers. Please do not put "NO BID" IN ANY PRICE COLUMN. Leave all price columns blank if you are not bidding an item. Please put "NO BID" in the column showing "Comments".
- i) Bids emailed to other email addresses will not be forwarded, and will be deleted.

**11. REQUIRED BID SUBMITTALS:**

Bidder must submit the following documents only to [michelle.rakos@hhsc.state.tx.us](mailto:michelle.rakos@hhsc.state.tx.us) by the IFB Due Date and Time:

- a) Invitation for Bid (Part A)
- a) Excel Itemized Price List (Part B)
- b) Warranty and Complaint Resolution Form (Part C)

**12. BASIS FOR AWARD:**

- a) Award will be to the responsible bidder whose responsive bid, conforming to the specifications will be most advantageous to HHSC. Awards will be based on product compliance with specifications outlined in the Bid Invitation and any additional criteria (i.e.; portion weight and yield weight). Responsive bidders must bid and be able to deliver at minimum 90% of the specified Grocery items.
- b) Award will be made on a low total per line item basis to a maximum of two bidders per facility (awards are made in the best interests of the State.)
- c) The State reserves the right to make an award on the basis of low bid, low total of line items, or 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.
- d) The Health and Human Services Commission will award this invitation for bid in accordance with Texas Government Code, Title 10, Subtitle D, Chapter 2155.1441, Health Care Purchasing

**13. PRICE CHANGES:**

- a) Price decreases will be accepted any time after award by notifying HHSC Buyer in writing. Vendor must immediately pass on any price decreases to HHSC. Prices must be firm through August 31, 2021. A one-time price increase may be allowed for each contract renewal period should renewal options be exercised. See Section 3 B.
- b) Vendor shall not delay or stop deliveries pending price change approval.

**14. COST/PRICE ADJUSTMENTS:**

- a) Price increases are not awarded. One Year contract

**15. TYPE OF CONTRACT:**

- a) Firm Fixed price.

**16. ADDING NEW PRODUCTS TO THE CONTRACT:**

- a) Following the PO award, additional products of the same general category that could have been encompassed in the award of the PO, and that are not already on the PO, may be added via Purchase Order Change Notice (POCN) approved by the Agency and the Vendor.

HHSC Contract Manager: Betty Moore [betty.moore@hhsc.state.tx.us](mailto:betty.moore@hhsc.state.tx.us) 806-741-3614

**17. INVOICING AND PAYMENT:**

- a) The invoice shall contain all the following in order to be considered for payment: a unique invoice number, invoice date, and the total invoice amount. Each invoice shall also have an attached copy of the bill in order to be paid. Mail all original invoices to the attention of: Accounts Payable, identified as an attachment with the purchase order.
- b) Payment terms are net thirty days (30) unless a discount has been offered. Prompt payments may be taken if determined to be advantageous by HHSC.
- c) The vendor shall furnish the name and telephone number of the representative who is to be contacted regarding deliveries to each facility. Vendor shall furnish name and telephone number of Accounts Receivable staff at time of award.
- d) Failure of the vendor to properly invoice may delay payment processing and is not the responsibility of the Agency.
- e) Vendor shall invoice once per month. Invoice shall include all deliveries made to the facility during the entire month.

**18. PROMPT PAYMENT DISCOUNT**

- a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids. Please see first page of IFB.

**19. CANCELLATIONS:**

- a) HHSC reserves the right to cancel the contract without cause with thirty (30) days written notice. Quality of both service and product must be satisfactory to the user entities. If complaints are made and are NOT reconciled, HHSC reserves the right to cancel the entire contract, purchase necessary requirements on the open market, and charge the successful bidder with any resulting increase in price(s).

**20. NON-DELIVERY:**

- a) Should the awarded vendor fail to deliver awarded item(s) by the specified delivery date, or if item is rejected for failure to meet specifications, HHSC reserves the right to purchase the product on the open market and charge any resulting increase in price and cost of handling, if any, to the awarded vendor.

**21. OVERAGES:**

- a) HHSC will NOT accept overages on any products, including catch weight items. All overages will be refused by the receiving agent (food service or warehouse) and returned at vendor's expense.

**22. ALTERATION OF BIDS:**

- a) No bid may be altered or amended after specified opening date and time. Prior to bidding, any alterations made on bid form must be initialed by the bidder signifying that alteration is authentic. No bid may be withdrawn after specified opening date and time without good and sufficient reason, in writing, and must be acceptable to HHSC.

**23. WARRANTY:**

- a) Items must meet or exceed the description as published in the Invitation for Bid. Products carrying expiration dates must be delivered within a time frame that will allow usage prior to expiration date. At all times food shall be protected from all contamination, including during warehousing and transportation.
- b) Destruction and/or Replacement of Recalled or Rejected Items will be Vendor's Expense.
- c) Please see Warranty & Complaint Form. Part C.

**24. SPECIFICATIONS:**

- a) All products must be palletized on a standard 4-way wooden pallet 40" x 48". Pallets will not be exchanged. All products must be palletized in a uniform configuration not to exceed 80" in height, including the pallet. Any variance in this may result in refusal of damaged product by the receiving entity, charges to the vendor and negative vendor tracking report.
- b) Bidders are to follow specifications on products. Altering specifications will not be allowed. If bidder cannot bid on the size listed on the bid, bid on the size nearest that requested. Bidder must show size offered if other than specified. HHSC has the option to accept or reject different sizes.
- c) Bidder is to include the brand name and code number (both manufacturer and vendor) of the item being bid as well as the pack and size.
- d) The specifications establish requirements for the procurement of staple edible food or drink, as regulated by the Federal Food, Drug, and Cosmetic Act.
- e) Items for which the USDA has assigned a grade shall conform to those requirements.
- f) HHSC maintains the option to request up to 20% or more additional quantities of an item to be delivered upon request.
- g) Quantities shown on the IFB are estimated quantities based on prior usage or estimates for new specifications. These figures should not be construed as guaranteed purchases under the contract; however, the figures will be used as a factor for determining the award. The QOE's will purchase all products from contract vendors, but only in such quantities as actual needs require. Any requests undelivered quantities remaining at end of contract will automatically be cancelled.
- h) Unauthorized substitutions prohibited, including product code numbers. In the event a temporary substitution must be made due to a contract item being out of stock, the facility must be contacted. Should the item in question be out of stock more than one delivery, written approval must be obtained from HHSC Contract Manager or designee prior to shipment. Temporary substitutions may not be added to the facility's list of available products (sell sheet) to order. Cost of substituted items shall be the same as the cost for the awarded item. Substitutions must meet or exceed the specifications written in the item description as published in the IFB.
- i) Packaging labels may not include commercial advertisement (i.e.; milk cartons shall not be imprinted with a restaurant name or logo).
- j) Any cost incurred to verify compliance with these specifications will be the responsibility of the vendor if product is found not to be compliant.
- k) REWORKED PRODUCTS OR SECONDS WILL NOT BE ACCEPTED.

**25. SAMPLES:**

- a) Some specifications identify "Approved Brands". Approved brands have been evaluated for specification compliance and acceptability prior to being "Approved". Only items listed as Approved may be bid. Any required sample will be sent upon request.

**26. DELIVERIES:**

- a) The Agency Point of Contact shall notify vendor of quantities needed for each delivery one week prior to needed delivery date or as agreed to by facility and vendor. Delivery times to be between 8 am- 2 pm, Monday through Friday or as agreed by Agency Point of Contact. The Agency Point of Contact will request deliveries on a weekly or bimonthly basis. At all times food shall be protected from all contamination, including during warehousing and transportation.
- b) Deliveries are to be made on date and time specified AND as agreed upon by person in charge of food service at the Agency and the vendor. Supply warehouse deliveries must also meet this requirement. A mutually agreed-upon day of delivery must be part of this contract. Many of the facility food service areas have limited storage space and require that delivery be made on a particular day of the week.
- c) It is the awarded vendor's responsibility to contact the Agency Point of Contact if unforeseen circumstances arise that may cause a delivery to be late. Notice is required so that the Agency Point of Contact has adequate time to make arrangements for replacement items. HHSC reserves the right to purchase late items on an emergency basis and charge any resulting increase in price and any additional delivery charges to the awarded vendor.
- d) Vendor to provide order guide with list of contract items ONLY.

**27. SHIPPING INFORMATION:**

- a) Packing for shipment shall be in accordance with the manufacturer's standard practice and in a manner readily acceptable by common carriers engaged in interstate commerce.
- b) Within shipping cartons, units shall be packed to minimize damage due to improper handling. All master cartons must be sealed or bound.
- c) In cases where pallet quantities are ordered, all products are to be shipped and secured on a standard 40" x 48" wooden pallet. Pallets will not be exchanged.
- d) Each shipping container shall be clearly marked in English with the name of contents, identifiable code/lot number, and the name and address of the processor.
- e) Each product shall bear a securely affixed and durable label showing the processor's name or processor's trademark.
- f) Labels must meet the provisions of the Federal Food, Drug and Cosmetic Act and the Fair Packaging and Labeling Act for standard, identity, quality and fill.

**28. DELIVERY GUIDELINES TO FOLLOW:**

- a) Observe all posted speed limits. Speed limits are strictly enforced.
- b) Observe all stop signs and other traffic controls.
- c) Parking must be in area designated by Food Service or Warehouse staff.
- d) Vehicles must be locked, and keys removed at all times when unattended.
- e) Pedestrians have the right-of-way at all times. Drive with extreme caution and be prepared to cope with unexpected circumstances.
- f) Firearms and alcoholic beverages are forbidden on campus.
- g) Tools and equipment must be properly secured at all times.

- h) No smoking.
- i) Contact with residents is forbidden. Do not offer cigarettes, matches, lighters, food or money to residents.
- j) If you require assistance with a resident, notify Food Service or Warehouse staff.

**29. RECEIVING PRODUCTS:**

- a) The Agency will be responsible for ensuring product received is the same as awarded item. Product that is not the awarded contract item, or product that is damaged or otherwise not in good condition, should be refused at the time of delivery. Instances of damaged case goods, the Agency should accept the product that is in good condition and return the portion of the shipment that is damaged. If shortages occur due to refusal of damaged products or otherwise at the fault of the vendor, The Agency may purchase needed items locally on an Emergency Purchase Basis. The awarded contract vendor shall be responsible for the difference in cost, if any, between the contract item and the emergency purchase items. Should the Agency determine an awarded product does not meet the specifications listed the Agency will immediately contact the vendor to attempt resolution. If not resolved, the Agency will contact the HHSC Buyer and HHSC Contract Manager. The Agency should retain the product case, label intact, under appropriate storage conditions until product is secured for further investigation.

**30. MANDATORY REPORTING:**

- a) Awarded vendor shall provide HHSC Contract Manager or designee a report no fewer than quarterly, every three months. The report shall be Excel compatible with enough description to identify what the product is. The vendor shall provide a year-end report showing cumulative purchases by number of cases and cost.
- b) The report should be organized to show data by facility and total for all facilities. If more than one contract is serviced by the vendor, by contract number and any non-contract or substitution items, should there be any. Quarterly Reports are due: December 15th, March 15th, June 15th, and September 15th.

**31. VENDOR PERFORMANCE:**

In reviewing bids to determine the best value for the State, HHSC may consider information related to vendor past performance including, but not limited to: CPA's Vendor Performance Tracking System (available at: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>)

**32. VENDOR SCREENING:**

HHSC is required to perform certain "vendor checks" before awarding a contract or purchase order. If a vendor does not pass one or more of these vendor checks, the award may go to the next lowest bidder whose product(s) meet specifications, and who passes all the vendor checks. Some of the vendor checks are listed below, but not all have URL links available to non-governmental entities.

(a) Franchise Tax Status (vendor must be listed as "Active" – indicating vendor has a right to transact business in the state of Texas). If exempt, the Texas Comptroller's office should provide vendor with a "no nexus" letter. Please include with submission.

<https://mycpa.cpa.state.tx.us/coa/search.do?userType=public>

(b) Debarred Vendor List (vendor must not be listed on this list):

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

(c) System for Award Management (SAM):

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

(d) Office of Inspector General List of Excluded Individuals/Entities (LEIE) – Federal Exclusions:

<https://exclusions.oig.hhs.gov/>

(e) Vendor Hold with the State of Texas (no URL link available to non-governmental entities).

(f) HHSC Exclusions (no URL link available to non-governmental entities).