



TEXAS
Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

Invitation for Bids

for

Secured Document Shredding for HHSC Region 2/9

IFB No. 0000231138

NIGP Class/Item No(s): 962-27 Document Shredding Services

**Procurement Schedule - All Times are Central Time
 Reference Section 2 for further information**

Solicitation Date	July 25,2023
Questions or Clarifications Submission Deadline	N/A
Responses to Questions or Clarifications	N/A
Response Deadline	July 28,2023, 10:30 AM
Anticipated Contract Start Date	September 01, 2023

Table of Contents

1	Introduction and Purpose of Solicitation.....	3
1.1	No Guarantee of Volume, Usage or Compensation.....	3
1.2	Solicitation Components.....	3
2	Procurement Schedule.....	4
3	General Solicitation Information.....	4
3.1	Sole Point of Contact and Communications.....	4
3.2	Changes, Modifications and Cancellation.....	4
3.3	Solicitation Questions or Clarifications.....	5
3.4	Notification of Addenda or Cancellation.....	5
4	Scope of Work (SOW).....	6
4.1	Scope of Services to be Performed.....	6
5	Pricing Information.....	12
5.1	Pricing Structure.....	12
6	Term of Service.....	12
6.1	Initial Contract Term:.....	13
7	Contract Administration/Transactional Purchase Order Administration.....	13
7.1	Contract Manager/Program Lead.....	13
7.2	Services Performed.....	13
7.3	Contractor Response to Notification of Non-Material Deficiency.....	13
7.4	Corrective Action Plan (The Plan).....	14
7.5	Performance Issues.....	14
8	Invoicing and Payment.....	14
8.1	Bill-to Address.....	14
8.2	Invoice Information.....	15
8.3	Payment.....	15
8.4	Invoice Submission.....	15
8.5	Disputed Invoice(s).....	15
9	Evaluation.....	16
10	Award.....	16
	APPENDIX A – SUBMISSION INSTRUCTIONS AND RESPONSE CHECKLIST.....	17
	EXHIBIT D – BID EXECUTION PAGE.....	20
	EXHIBIT E – PRICING SHEET.....	21
	EXHIBIT F – BIDDER REFERENCE FORM.....	23

1 Introduction and Purpose of Solicitation

The Texas Health and Human Services Commission (HHSC) is an agency within the Texas Health and Human Services (HHS) system. The Procurement and Contracting Services (PCS) division of HHSC administers solicitations for HHS.

HHSC PCS is seeking competitive bids to establish Contract(s) for secured document shredding services for HHSC Region 2/9.

Both HHS Agencies, HHSC and DSHS, will be entitled to use any contract awarded as a result of this Solicitation.

To be considered for award, Bidders must submit a comprehensive Response which includes all required information and documentation as outlined in this Solicitation to ensure the Bidder meets all requirements, possesses the required experience and qualifications and has the capacity to provide the goods and related services described in this Solicitation. **See Appendix A, Submission Instructions and Response Checklist.**

1.1 No Guarantee of Volume, Usage or Compensation

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

The estimated historical quantities included in the Price Sheet are provided only as a guideline for preparing the pricing response and should not be construed as representing anticipated or actual quantities that will be required.

1.2 Solicitation Components

This Solicitation includes the following items:

- Exhibit A – Contract Affirmations and HHS Uniform Terms and Conditions (UTCs)
- Exhibit B – PCS 111 HHS Terms and Conditions
- Exhibit C – Bin Size Requirements
- Exhibit D - Bid Execution Page
- Exhibit E - Pricing Sheet
- Exhibit F – Bidder Reference Form
- Exhibit G – DFPS Background Check

2 Procurement Schedule

The Procurement Schedule dates on the cover page of this solicitation are tentative. HHSC reserves the right to modify these dates at any time by issuing an addendum. Any events listed in the Procurement Schedule after the Response Deadline will occur at the discretion of HHSC.

Responses must be received by HHSC prior to the Response Deadline as indicated in the Procurement Schedule or as changed via an Addendum. Every Bidder is solely responsible for ensuring its Response is received before the Response Deadline. HHSC is not responsible for lost, misdirected or late Responses.

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

3 General Solicitation Information

3.1 Sole Point of Contact and Communications

The HHSC PCS Sole Point of Contact for inquiries concerning this Solicitation is:
Kimberly Andrews kimberly.andrews@hhs.texas.gov

Bidders shall direct all communications, including questions or clarifications relating to this Solicitation, in writing by e-mail to the HHSC PCS sole point of contact named above; communications by phone will not be accepted. See [Appendix A](#) for submission requirements. All other communications between a Bidder and HHS agency staff concerning this Solicitation are prohibited. In no instance is a Bidder to discuss cost information regarding this Solicitation and contained in a response with the HHSC PCS point of contact or any other HHS staff. **Failure to comply with these requirements may result in disqualification of the Response.**

The Sole Point of Contact will authorize a secondary Sole Point of Contact in the event of their absence and, in such an event, will include the contact information for the secondary Sole Point of Contact in their automatic reply out-of-office e-mail message. Bidders seeking to contact the Sole Point of Contact should do so via e-mail in order to receive updated contact information.

This restriction (as to only communicating in writing with the HHSC sole point of contact identified above) does not preclude discussions between Bidder and agency personnel for the purposes of conducting business unrelated to this Solicitation.

3.2 Changes, Modifications and Cancellation

HHSC reserves the right to change, amend, or modify this Solicitation prior to the Response Deadline indicated in the Procurement Schedule (cover page of this Solicitation). Changes,

amendments and modifications will be processed through one or more Addendum. The notification for any Addendum will be processed in accordance with Section 3.4.

HHSC reserves the right to cancel this Solicitation at any time. The notice of cancellation will be in accordance with Section 3.4.

3.3 Solicitation Questions or Clarifications

HHSC will allow written questions and requests for clarification regarding this Solicitation if submitted by e-mail to the Sole Point of Contact, Section 3.1, by the deadline established in the Procurement Schedule (cover page of this Solicitation) or deadlines established in subsequent Addenda. Responses to questions or other written requests for clarification will not be provided individually to requestors but will be consolidated in one or more Addenda.

HHSC reserves the right to amend the answers to questions or clarifications prior to the Response Deadline (cover page of this Solicitation) through a new Addendum. The notification will be processed in accordance with Section 3.4 (Notification of Addenda or Cancellation).

3.3.1 Submission of Questions or Clarifications

All questions and requests for clarification must be submitted in writing by e-mail and include the following information:

- a) IFB Number and Title of Solicitation (cover page of this Solicitation) must be included in the e-mail subject line and in the e-mail body
- b) Section or Paragraph number from this Solicitation
- c) Page Number of this Solicitation
- d) Exhibit name, Section or Paragraph, page number from the Exhibit
- e) Language, Topic, Section Heading being questioned
- f) Requestor Contact Information must be included in the body of the e-mail submitted with questions

Questions or requests for clarification received after the deadline set in the Procurement Schedule (cover page of this Solicitation) may be reviewed by HHSC but will not be answered.

3.4 Notification of Addenda or Cancellation

Addenda for changes, modifications and answers to questions or requests for clarification, as well as subsequent Addenda with amended answers to questions or clarifications, will be released by e-mail to the CMBL vendors invited to participate in this Solicitation (and any non-CMBL vendors added by HHSC PCS). It is the responsibility of each Bidder to monitor its e-mails for Addenda affecting this Solicitation. Failure to check e-mail will in no way release any Bidder or awarded Contractor from the requirements in Addenda. No HHS Agency will be responsible or liable in any regard for the failure of any individual or entity to receive notification of any e-mail or for the failure of any Bidder or awarded Contractor to stay informed of all e-mails

regarding this Solicitation. If the Bidder fails to monitor its e-mail for any changes or modifications to this Solicitation, such failure will not relieve the Bidder or awarded Contractor of its obligation to fulfill the requirements as released.

HHSC reserves the right to cancel this Solicitation at any time. Notice of the cancellation will be released by e-mail to invited bidders. Bidders are responsible for monitoring their e-mails frequently for notices regarding this Solicitation.

4 Scope of Work (SOW)

4.1 Scope of Services to be Performed

The required services to be provided are secured document shredding services for HHSC Region 2/9.

The contractor will provide document destruction services at the HHSC facilities in Regions 2/9, see Section 4.1.1

Documents consist of all paper and some documents with staples and/or metal/plastic clips. Awarded contractor shall furnish all labor, tools, transportation, equipment, materials, and supplies, as necessary. Awarded contractor shall be responsible for supervision, clean up and disposal, and must have all applicable permits, licenses, and insurance coverage.

a) The awarded Contractor shall provide and maintain secured bins/containers based on **Exhibit C – Bin Size Requirements** indicating the quantities and bin sizes for each facility.

b) The Contractor will have keys to the bins and a key will be left at each HHSC/DFPS/DSHS facility.

c) The Contractor shall pick up secured bins/containers from each facility at an agreed upon time and date with destruction/disintegration to occur within 3 business days of pickup. Refer to Section 4.1.2

d) Contractor must destroy any and all documents at the time of pickup or, if prior approval is received from HHSC, within three (3) business days from the time of pick-up if the documents are destroyed at the Contractor's offsite destruction facility.

e) Contractor shall not use, allow access to, or offer for resale/use any paper, documents, or any other forms of records such as files, records, etc., or the information contained until after destruction/shredding.

f) Contractor shall securely enclose the documents in secured containers or within a secured enclosed vehicle from the time of pickup to Contractor's destruction facility if documents are being destroyed off-site.

g) If documents are stored in Contractor's facility prior to destruction, the Contractor's facility will be equipped with security cameras and monitored alarm system on exterior doors and windows. This system will be active from the time the secure documents are delivered and received until the time each document or other media has been rendered free of all confidential information.

h) Contractor's facility shall be capable of housing the complete container of documents from pickup until they have been destroyed.

i) Awarded Contractor shall be responsible for the security of all material from the time of pickup until it has been destroyed as per the specifications within this contract.

j) Documents will be destroyed by Contractor in one of the ways listed below, unless a waiver is granted in writing from HHSC Regional Administrative Service (RAS) staff to use an alternate method:

- Shred documents to 5/16" strips or smaller
- Cross-cut documents to 5/32" x 1" particles or smaller

If any other method is proposed, the proposal shall describe the method in detail. The proposed method is subject to the approval of the HHSC RAS staff.

k) The Contractor will schedule regular pickups and not deviate from the stated schedule unless State of Texas holidays or acts of God prevent it from doing so without prior approval from the HHSC RAS staff.

l) The Contractor shall respond to open a secured bin/container within one business day if notified by HHSC Regional Administrative Service (RAS) to open a secured container to allow removal of documents that were inadvertently inserted for destruction.

m) The Contractor will obtain signed documentation from the facility representative of the opening of a container.

n) The Contractor's staff will sign and have a facility representative sign a Certificate of Destruction form acknowledging the 8-week service or additional requested pickup of documents for destruction from a facility. Refer to Section 4.1.7

o) Additionally, the contractor should provide the following services on an as-needed basis:

- Media and Hard Drive Destruction: Media and hard drives must be destroyed to the degree that any information they may contain is no longer accessible or readable by any means. This destruction must be completed before the media or hard drive is recycled.
- Media includes, but is not limited to: CDs, floppy disks, cassette tapes, VHS tapes, film, and reel-to-reel tapes.

4.1.1 Service Location(s)

HHSC, at its sole discretion, during the contract term and with a 30 days' advance written notice, reserves the right to change, consolidate, delete or add service locations.

- a) Services are to be performed in multiple facilities located in HHSC Region 2/9.

Note: Other offices/locations may be added as needed within Region 2/9. Locations will be added or deleted through a Purchase Order Change Notice (POCN).

Facility ID Number	Physical Address	County	Comments
3172	801 N. Main, Ste P Andrews, TX 79714	Andrews	DFPS is in this facility.
1974	501 Birdwell Ln, Ste 28 Big Spring, TX 79720	Howard	DFPS is in this facility.
1959	108 S Water St Fort Stockton, TX 79735	Pecos	DFPS is in this facility.
1975	701 S. Bryan Ave. Lamesa, TX 79331	Dawson	DFPS is in this facility.
3421	1101 N. Midland Dr Midland, TX 79703	Midland	
3253	3401 North A Street Midland, TX 79705	Midland	DFPS is in this facility.
1795	110 West B St Monahans, TX 79756	Ward	DFPS is in this facility.
1774	2525 N. Grandview, Ste 100 Odessa, TX 79761	Ector	DFPS is in this facility.
1503	324 S Cypress St Pecos, TX 79772	Reeves	DFPS is in this facility.
2155	622 S. Oakes St. San Angelo, TX 76903	Tom Green	DFPS is in this facility. 64 in Ste H; 96 = 1 in Ste C; 1 in Ste D; 1 in Ste E-C3; 2 in Ste G; 6 in Ste E; 3 in Ste L
1919	106 N.W. 2nd St. Seminole, TX 79360	Gaines	
2049	3409 Snyder Shopping Center Snyder, TX 79550	Scurry	DFPS is in this facility.
2093	100 E 3rd St, 3rd Fl Sweetwater, TX	Nolan	1 BIN IN SUITE 301A AND 1 BIN IN SUITE 300C
2914	1300 Hailey St Sweetwater, TX	Nolan	DFPS is in this facility.

The Map (PDF) of the HHSC Regions may be accessed at:

<https://hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf>

- b) Changes to location(s) for services include but are not limited to: new office space within facility, office closure, consolidation of multiple offices increasing or decreasing square footage, expansion of an office into multiple offices, and relocation of office.

4.1.2 Performance Schedule

Upon award, the Contractor shall perform contracted services, Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. (Central Time). Awarded contractor is responsible for not interfering with normal flow of business. The awarded contractor must provide a 24-hour contact number and name in case of any urgent issue that may arise. Awarded contractor or a representative of awarded contractor's company must be available at all times.

Frequency of Service: Once every eight (8) weeks, unless otherwise noted.

Contractor shall service each facility once every eight (8) weeks. If the Contractor services a facility more than once every eight (8) weeks without prior approval from the HHSC RAS Contract Manager, the charge will be disallowed for the additional service.

4.1.3 Outside Regular Hours

No pickups will be started after 4:30 PM and all pickup/deliveries must be completed within these times except with the prior approval of HHSC Regional Administrative Services (RAS) Regional Contract Manager or HHSC RAS Business Services Manager (BSM). Should the HHSC Regional Contract Managers approve services to be performed outside of regular work hours they will be paid at the monthly rate stated in **Exhibit E – Pricing Sheet**.

4.1.4 State Holidays

The state holidays observed are maintained by the State Auditor's Office and may be accessed at: <http://www.hr.sao.texas.gov/Holidays>. HHSC does not specifically require services to be performed on these holidays.

To fulfill the required services, as applicable, the Contractor may perform the services on a holiday observed by HHS at NO additional expense to the HHS Agency.

4.1.5 Minimum Experience and Qualifications

These minimum requirements apply to the Contractor and Contractor's personnel and any Subcontractor and Subcontractor's personnel.

Documentation of experience and qualifications must be submitted with Response.

- a) The Bidder shall have relevant experience required for the performance of the services as outlined in this Solicitation. The minimum experience required is ten (10) years.
- b) The Bidder's personnel to be assigned to perform the services must be fully trained and, at minimum, have one (1) years relevant experience.
- c) All Contractor or Subcontractor personnel assigned to perform the services must be at least 18 years of age.

- d) The Bidder must provide a minimum of three (3) verifiable references for current or previous contracts of the same size and for similar or same services within the last two (2) years. See **Exhibit - D Bidder Reference Form**.

4.1.6 HHS Agency Responsibilities

- a) Provide reasonable access to the facility(s) and property where services are to be performed.

4.1.7 Contractor Responsibilities

HHSC will look solely to the Contractor(s) for the performance of all contractual obligations resulting from an award based on this Solicitation. No Contractor will be relieved of its obligations for any nonperformance by its Subcontractor(s).

- a) The Contractor shall furnish all labor, tools, transportation, equipment, materials, and supplies, as necessary to perform the services and/or provide the goods, if applicable, as required.
- b) The Contractor shall be responsible for supervision, clean up and proper disposal of any site work waste.
- c) The Contractor will sign, and have an HHSC facility representative, sign a certificate of destruction acknowledging the pickup of documents for destruction from a facility. A copy of each facility certificate of destruction will accompany the invoice for each month's service.
- d) Appropriate government standards may include but are not limited to:
- IRS Publication 1075
 - HIPAA Privacy Rules (45 CFR 164.530(c))
 - Internal Revenue Manual (IRM) 1.15.3
 - Texas Government Code Chapter 441, Subchapter L
 - Texas Local Government Code Section 202.003
 - Texas Administrative Code, Title 13, Chapter 6
 - Texas Administrative Code, Title 13, Chapter 7
- e) Compliance with this section may require participation in Business Associate Agreements (BAAs) as they relate to the Health Insurance Portability and Accountability Act of 1996.
- f) Federal Requirements and Certifications:
- Receipt of Federal Tax Information (FTI)
 - If contractor receives FTI from a Customer, it accepts and agrees to Exhibit 7 of IRS Publication 1075.

- Contractor will assist Customers in submitting their 45-Day Notification to the IRS by providing any needed information to Customers.
- Denial of Service-45 Day Notification Letter
 - Contractor may delay service to a Customer until the Customer has received approval from the IRS under the 45-Day Notification Requirements.
- IRS Approval of Disclosures to Subcontractors
 - Contractor shall notify and secure the approval of the IRS prior to releasing FTI to any Subcontractor.
- Additional Federal and State Requirements
 - A Customer may request additional certifications, terms and conditions, or procedures due to state or federal law. Contractor shall comply with such procedures and shall execute all additional documents necessary to show compliance that are requested by a Customer.

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 Contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

4.1.8 Training for Contractor Employees

All Contractor employees, and Subcontractor's employees, if applicable, assigned to perform the services must be trained and experienced in the type of work to be performed. The Contractor shall provide adequate training to all personnel assigned to perform the services on the roles, responsibilities and technical aspects of the work.

The Contractor shall only provide and allow trained and qualified personnel to perform the required services under the Contract.

The Contractor is required to provide current copies of the completed training(s) and of the license or accreditation certificate related to the training upon request by the HHS Agency contract manager. This requirement applies to Subcontractor(s) and Subcontractor's personnel who may be used in the performance of services.

4.1.9 Contractor Equipment

The Contractor shall be responsible for the security, maintenance, loss or damage to its equipment or its Subcontractor's equipment while on HHS Agency premises.

HHS Agency will NOT be held responsible for damage to or loss of the Contractor's or Subcontractor's equipment while on HHS Agency premises, while in route to the HHS Agency or in route back to Contractor's location.

4.1.10 Background Check for Personnel

The Contractor or an independent third party may need to conduct comprehensive, statewide Texas Department of Public Safety (DPS) criminal and sex offender background checks on all Contractor personnel (e.g., permanent and temporary personnel and/or Subcontractor and Subcontractor personnel) who will be assigned to perform the services under the Contract.

The Contractor shall be responsible for all background check expenses.

The background checks must be conducted prior to any Contractor or Subcontractor personnel arriving on state property and beginning the required Contract services.

Supporting documentation confirming the completion of the background checks is subject to review upon request by HHS. Failure to produce the requested documentation, as with any violation of the Contract, constitutes grounds for termination of the Contract and/or Purchase Order with cause.

The background checks shall include, but not be limited to 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 key personnel for the last seven years.

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

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

5 Pricing Information

5.1 Pricing Structure

Prices offered, as part of the Bidder's response, must be firm, fixed prices for the term of the Purchase Order.

The pricing must be submitted only using **Exhibit E - Pricing Sheet** based on the description and the unit of measure(s) provided for each line item. The unit prices must include all Solicitation requirements, including, but not limited to, labor, equipment, materials, supplies and all related expenses.

6 Term of Service

The term of the awarded Contract or Purchase Order will be effective on the date the Purchase Order is issued and will expire based on the schedule for delivery of services as outlined in this Solicitation or by the date or delivery days after receipt of order (ARO) provided by the Bidder.

Any Purchase Order resulting from this Solicitation will have a term beginning 09-01-2022 through 08-31-2023

6.1 Initial Contract Term:

Any contract resulting from this Solicitation will have an initial term beginning September 1, 2022 and expiring August 31, 2023, with no renewal options.

7 Contract Administration/Transactional Purchase Order Administration

7.1 Contract Manager/Program Lead

An HHS Agency Contract Manager or Program Lead will be designated, and the contact information will be provided to the Contractor.

After award of any Contract resulting from this IFB, all communications related to the Contract and requests for changes to the Contract will be processed through the designated HHS Agency Contract Manager.

7.2 Services Performed

- a) The HHS Agency Contract Manager or designee will monitor all work performed which shall be in accordance with this Contract, local codes and ordinances and any other authority having lawful jurisdiction and shall periodically communicate with the Contractor via telephone, email, and conduct on-site visits to address questions, concerns or progress.
- b) It is important that the Contractor performs all duties and requirements as stated. Failure to do so may result in termination of the Contract.
- c) All services and deliverables must meet or exceed the required levels of performance specified in this Solicitation.
- d) Contractor will be notified by the HHS Agency Contract Manager or designee in writing to correct any service or portion of a service. The Contractor shall take immediate action to correct the service or portion of a service at no additional cost to the HHS Agency. The Contractor shall notify the HHS Agency Contract Manager or designee upon completion for HHS Agency inspection and acceptance, as applicable.

7.3 Contractor Response to Notification of Non-Material Deficiency

The Contractor shall, within three (3) business days (or another date approved by the HHS Agency) of receipt of written notice of a non-material deficiency, provide the HHS Agency Contract Manager a written response that:

- a) Explains the reasons for the deficiency, the Contractor's plan to address or cure the deficiency, and when the deficiency will be cured; or

- b) If the Contractor disagrees with the HHS Agency's findings, the response must include the reasons why the findings are disputed.

The Contractor's noncompliance or rectifying the deficiency may result in delayed payment or non-payment as determined by the HHS Agency.

7.4 Corrective Action Plan (The Plan)

At its discretion, the HHS Agency may request in writing and require the Contractor to submit a detailed written Corrective Action Plan and include how the Contractor will correct or resolve an issue, deficiency, or a breach of this Contract.

The Plan must include, but is not limited to:

- a) A detailed explanation of the reasons for the cited deficiency;
- b) The Contractor's assessment or diagnosis of the cause; and
- c) A specific proposal to cure or resolve the deficiency.

The Plan must be submitted by the deadline set forth in the HHS Agency's request.

The Plan is subject to approval, which will not be unreasonably withheld, by the HHS Agency.

7.5 Performance Issues

The Contractor shall be required to correct all performance issues reported by the HHS Agency Contract Manager within 48 business hours. 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.

The HHS Agency Contract Manager may report the following compliance issues to HHSC/PCS for resolution.

- a) Failure to reach agreement on corrective action.
- b) Failure to perform in accordance with the Corrective Action Plan.
- c) Violations of this Contract and Corrective Action Plan(s).

8 Invoicing and Payment

8.1 Bill-to Address

The Contract or Purchase Order will include the appropriate bill-to address for the submission of invoices to any HHS agency requesting services.

8.2 Invoice Information

Invoices submitted to the HHS agency must reflect the Contract or Purchase Order number, the Contractor's Texas Identification Number (TIN), and must provide the work completed, in detail, for which payment is due. The detail of the work completed must comply with the Pricing Sheet (see **Exhibit E**).

8.3 Payment

- a) Payment will be made by the HHS Agency in accordance with the pricing provided on **Exhibit E - Pricing Sheet**. The pricing is considered all-inclusive and no other pricing may be provided on an invoice.
- b) The HHS Agency must receive products included on an invoice prior to approving the invoice for payment.
- c) Any additional expenses incurred by the Contractor are the responsibility of the Contractor and will not be paid by the HHS Agency.
- d) 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 required by the Contract.

8.4 Invoice Submission

- a) Contractor must submit invoices on a monthly basis or as otherwise indicated on the purchase order.
- b) Separate invoices must be submitted for each delivery, as applicable.
- c) Failure to submit an accurate and valid invoice with all required information may result in delay of payment.

8.5 Disputed Invoice(s)

In accordance with [34 Texas Administrative Code, Rule §20.487\(b\)](#), the HHS Agency will immediately return disputed invoices to the Contractor but in no event later than the 21st day after the HHS Agency receives the invoice. The HHS Agency reserves the right to dispute any portion of an invoice and will attempt to resolve the dispute with the Contractor in good faith. The HHS Agency shall not be required to pay any disputed portion of an invoice until the dispute is resolved. Notwithstanding any such dispute, the Contractor must continue to perform the services and/or produce deliverables in compliance with the terms of the Contract. Pending resolution of a dispute, the HHS Agency will continue to process payments for undisputed amounts and invoices to the Contractor.

9 Evaluation

The Pricing Sheet, **Exhibit E**, identifies the pricing requested and required for the products and related services outlined in this Solicitation. The pricing is significant in the overall evaluation of the responses. HHSC PCS is not obligated to select the lowest priced response. The pricing will be evaluated across all Bidders to determine the Response with the lowest price per line item or lowest total for all line items.

The award will be made to the Bidder whose response offers the best value to the State based on all factors considered, including price.

10 Award

HHSC, at its sole discretion, reserves the right to cancel this Solicitation at any time or decline to award any contract(s) as a result of this Solicitation.

HHSC, at its sole discretion, reserves the right to make a single award or multiple awards to achieve the highest overall best value for the state.

APPENDIX A – SUBMISSION INSTRUCTIONS AND RESPONSE CHECKLIST

This checklist is included to provide assistance in submitting a complete and accurate response to this Solicitation.

SUBMISSION INSTRUCTIONS

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

1. E-Mail Submission

The Bidder is solely responsible for ensuring that the electronic Response is complete and submitted to, and RECEIVED by, HHSC before the Response Deadline identified in the Procurement Schedule (cover page of this Solicitation) or deadline established in subsequent Addenda. HHSC is not responsible for lost, misdirected or late Responses. Late Responses will be disqualified.

The Response, including all documentation required by this Solicitation and Appendix, must be sent in its entirety in one or more e-mails as warranted by the size of each attachment.

Responses sent by e-mail must be sent to: Hadassah.Gomez@hhs.texas.gov

a) E-mail Subject Line

The e-mail subject line must contain the Solicitation number, title as indicated on the cover page of this Solicitation and number of e-mails if more than one (e.g., 1 of #, etc.).

b) Body of E-mail

The body of each e-mail must include the following information:

- Bidder's name
- Contact Name for Response
- Phone number for Response Contact
- Solicitation number from cover page of this Solicitation
- Purchaser Name (Sole Point of Contact and Communications, Section 6.1).

HHSC takes no responsibility for e-mailed Responses that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any HHSC anti-virus or other security software.

c) Additional Information Regarding Electronic Submission by E-Mail

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

Be aware Internet Service Providers may limit file sizes on outgoing emails; therefore, it is recommended Responses not contain graphics, pictures, letterheads, etc., which consume a lot of space. These typically include *.tif/*.tiff, *.gif, & *.bmp file extensions, but may use others, as well. HHSC's firewall virus protection runs at all times, so during times of new active virus alerts, incoming traffic may be delayed while virus software scans emails with attachments.

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

HHSC will not be held responsible for any Solicitation Response that is mishandled prior to receipt by HHSC PCS. It is the Respondent's sole responsibility to mark appropriately and deliver the Solicitation Response to HHSC PCS by the specified date and time. HHSC will not be responsible for late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification or nonreceipt of the Respondent's Solicitation Response.

RESPONSE CHECKLIST

Failure to submit the following with the Response WILL disqualify the Bidder from further consideration for evaluation or award.

- Exhibit A** – Contract Affirmations
- Exhibit D** - Bid Execution Page
- Exhibit E** - Pricing Sheet

Failure to submit the following with the Response MAY disqualify a Bidder. HHSC will review all Responses received and will determine if any or all Responses which do not include the complete, signed (if applicable) copies of Addenda or requested information and documentation will be disqualified or whether additional time will be permitted for submission of the incomplete or missing documentation. If additional time will be permitted, Bidders will be notified in writing to provide the missing documentation by a specified deadline. Failure by Bidder to submit the requested documentation by that deadline WILL result in disqualification.

- Exhibit F** – Bidder Reference Form
- Demonstration of the ability to perform** by a written description of the size and scope of all operations, including the number of Bidder's employees available to provide customer service, order fulfillment, safe shipping and handling of product and the number of supervisors for each location, as applicable. Bidder must include the number of years it has been in business.
- Provide any other information Bidder believes is pertinent** to demonstrate the Bidder's financial capability, financial solvency, and capacity to fulfill the requirements of this Solicitation.
- Addendum Acknowledgement Form(s)**, if applicable

EXHIBIT D – BID EXECUTION PAGE

TEXAS HEALTH AND HUMAN SERVICES COMMISSION			
Solicitation No.:	Solicitation Post Date:	Response Due Date:	Response Due Time:
0000231138	July 25, 2023	July 28, 2023	10:30 A.M.

By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of the Response. **Respondent agrees to comply with all Contract Affirmations, and Uniform Terms and Conditions – Vendor 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.

RESPONDENT MUST COMPLETE ALL ITEMS:

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

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

[REDACTED]
 Name of Business: [REDACTED]
 Street Address: [REDACTED]
 City-State-Zip Code: [REDACTED]
 Telephone Number: [REDACTED]
 Fax Number: [REDACTED]
 E-Mail Address: [REDACTED]

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)

EXHIBIT E – PRICING SHEET

Line Item	NIGP Class/Item	Description	Qty	UOM	Unit Price
1	962/27	Health and Human Services is requesting pricing for Secure Document Destruction Services for the following Facilities/Locations Listed Below. The Locked Bins/Containers needed will be a variation of 64 and 96 gallon bins/containers or in some locations both sizes will be required. Provided below will be the quantity and size of each bin/container that is currently utilized at each Location. Please include in the Unit Price; the cost of Stop Fee, Pick-up and document destruction for each bin/container at each location. The designated pickups will be every eight weeks. Please note for locations with several bins; in the event that bins/containers are empty they will Not be Picked up and the charge for that bin/container service will be removed from that pickup. The service period will be from 09/01/2022 to 08/31/2023. Please see Scope of Work attached for additional information.			
2	962/27	Facility ID #3172 Address: 801 N. Main, Ste P Andrews, TX 79714 64 Gallon Bin/Container	1	EA	
3	962/27	Facility ID #1974 501 Birdwell Ln, Ste 28 Big Spring, TX 79720 96 Gallon Bin/Container	4	EA	
4	962/27	Facility ID #1959 108 S Water St Fort Stockton, TX 79735 96 Gallon Bin/Container	1	EA	
5	962/27	Facility ID #1975 701 S. Bryan Ave. Lamesa, TX 79331 64 Gallon Bin/Container	2	EA	
6	962/27	Facility ID #3421 1101 N. Midland Dr Midland, TX 79703 96 Gallon Bin/Container	2	EA	

7	962/27	Facility ID #3253 3401 North A Street Midland, TX 79705 64 Gallon Bin/Container	6	EA	
8	962/27	Facility ID #3253 3401 North A Street Midland, TX 79705 96 Gallon Bin/Container	9	EA	
9	962/27	Facility ID #1795 110 West B St Monahans, TX 79756 64 Gallon Bin/Container	1	EA	
10	962/27	Facility ID #1774 2525 N. Grandview, Ste 100 Odessa, TX 79761 96 Gallon Bin/Container	5	EA	
11	962/27	Facility ID #1503 324 S Cypress St Pecos, TX 79772 96 Gallon Bin/Container	1	EA	
12	962/27	Facility ID #2155 622 S. Oakes St. San Angelo, TX 76903 64 Gallon Bin/Container	1	EA	
13	962/27	Facility ID #2155 622 S. Oakes St. San Angelo, TX 76903 96 Gallon Bin/Container	14	EA	
14	962/27	Facility ID #1919 106 N.W. 2nd St. Seminole, TX 79360 64 Gallon Bin/Container	1	EA	
15	962/27	Facility ID #2049 3409 Snyder Shopping, Center Snyder, TX 79550 96 Gallon Bin/Container	2	EA	
16	962/27	Facility ID #2093 100 E 3rd St, 3rd Fl Sweetwater, TX 96 Gallon Bin/Container	2	EA	
17	962/27	Facility ID #2914 1300 Hailey St Sweetwater, TX 96 Gallon Bin/Container	1	EA	
18	962/27	Fee for opening and allowing removal of documents inadvertently inserted for destruction	1	EA	
19	962/27	Vendor, please provide a One-time Fee for installing bins at each location	1	EA	
20	962/27	Fee for One-time Hard Drive Destruction (on an as needed basis)	1	EA	
21	962/27	Fee for One-time Media (on an as needed basis)	1	LB	

EXHIBIT F – BIDDER REFERENCE FORM

Bidders must provide a minimum of three (3) verifiable references for contracts of similar size and scope of services within the last two (2) years.

For each reference, provide the following and attach to the Response any documentation to support the information regarding current or prior contracts.

1. Business Name:

Point-of-Contact Name and Title:

Address (City, State, Zip):

Phone:

Email address:

Services Performed as Prime Contractor or as Subcontractor?

[Prime Contractor] or [Subcontractor]

Description and Dates of Services Provided:

2. Business Name:

Point-of-Contact Name and Title:

Address (City, State, Zip):

Phone:

Email address:

Services Performed as Prime Contractor or as Subcontractor?

[Prime Contractor] or [Subcontractor]

Description and Dates of Services Provided:

3. Business Name:

Point-of-Contact Name and Title:

Address (City, State, Zip):

Phone:

Email address:

Services Performed as Prime Contractor or as Subcontractor?

[Prime Contractor] or [Subcontractor]

Description and Dates of Services Provided: