



TEXAS Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
ON BEHALF OF

HHSC- San Angelo State Supported Living Center

Invitation for Bids (IFB)
for
FY24 BLANKET Good Service-Floor Maint Parts Supplies
Repair

Informal IFB No. Req # HHS0000227682 R3

NIGP Class/Item No(s): 486-04 485-54 493-18 934-29

Procurement Schedule - All Times are Central Time Reference Section 2 for further information	
Solicitation Date	August 10, 2023
Questions or Clarifications Submission Deadline	August 15, 2023
Response Deadline	August 16, 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	3
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	4
3.4	Submission of Questions or Clarifications	4
3.5	Notification of Addenda or Cancellation	5
4	Specifications and Scope of Work (SOW)	5
4.1	Specifications	5
4.2	Equal Products	5
4.3	Reworked Products	5
5	Delivery	6
5.1	Delivery Guidelines:	6
5.2	Carton Labeling/Pallet Labeling	6
5.3	Deliveries	6
5.4	Receiving Products	7
6	Pricing Information	7
6.1	Pricing Structure	7
7	Purchase Order Term	7
7.1	Extension Option	8
8	Invoicing and Payment	8
8.1	Bill-to Address	8
8.2	Invoice Information	8
8.3	Payment	8
8.4	Invoice Submission	8
8.5	Disputed Invoice(s)	8
9	Evaluation	9
10	Award	9
11	Confidential or Proprietary Information	9
	APPENDIX A – SUBMISSION INSTRUCTIONS	12
	RESPONSE CHECKLIST	13
	EXHIBIT B – BID EXECUTION PAGE	14
	EXHIBIT C – PRICING SHEET	15

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 on behalf of the HHSC- San Angelo State Supported Living Center for FY24 BLANKET Good Service Maint- Good Service Maint-Floor Equipment Parts-Supplies. HHS Agencies, 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:

- IFB (This Document)
- Exhibit A - PCS111 Contract Affirmations with HHSC Uniform Terms and Conditions (UTCs)
- Exhibit B - Bid Execution Page
- Exhibit C - Pricing Sheet

2 Procurement Schedule

The Procurement Schedule dates on the cover page 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 PCS sole point of contact for inquiries concerning this Solicitation is:

HHSC PCS Purchaser: Debra Burns
Phone Number: 512-406-2564 office 832-818-3936 Cell
Email: Debra.Burns@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.**

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). 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) 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) through a new Addendum. The notification will be processed in accordance with Section 3.4.

3.4 Submission of Questions or Clarifications

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

- 1) IFB Number and Title of Solicitation (from cover page) must be included in the e-mail subject line and in the e-mail body

- 2) Section or Paragraph number from this Solicitation
- 3) Page Number of this Solicitation
- 4) Exhibit name, Section or Paragraph, page number from the Exhibit
- 5) Language, Topic, Section Heading being questioned
- 6) 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) may be reviewed by HHSC but will not be answered.

3.5 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 Specifications and Scope of Work (SOW)

Service per statement of work

4.1 Specifications

See Exhibit C, Pricing Sheet for Specifications.

4.2 Equal Products

The information identified above is intended to be descriptive, not restrictive, and to indicate the quality and characteristics of products that will be satisfactory. If bidding other than specified brand or part number, bidder must include with bid sufficient literature to allow evaluation of the items. Failure to provide literature with bid response may be cause for not considering for an award.

4.3 Reworked Products

Reworked products, products previously refused for delivery or seconds will not be accepted. Unauthorized substitutions prohibited. No substitutions, including product code number changes, shall be made unless the vendor has obtained prior written approval from HHSC Purchaser prior to shipment. Cost of substitute 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 this Solicitation.

5 Delivery

5.1 Delivery Guidelines:

- 1) Observe all posted speed limits. Speed limits are strictly enforced.
- 2) Observe all stop signs and other traffic controls.
- 3) Parking must be in area designated by Food Service or Warehouse staff.
- 4) Vehicles must be locked, and keys removed at all times when unattended.
- 5) Pedestrians have the right-of-way at all times. Drive with extreme caution and be prepared to cope with unexpected circumstances.
- 6) Firearms and alcoholic beverages are forbidden on campus.
- 7) Tools and equipment must be properly secured at all times.
- 8) No smoking.
- 9) Contact with residents is forbidden. Do not offer cigarettes, matches, lighters, food or money to residents.
- 10) If you require assistance with a resident, notify Facility staff.

5.2 Carton Labeling/Pallet Labeling

At a minimum, product must be labeled on outer carton with the following information:

- 1) Description of Contents
- 2) Agency Purchase Order #
- 3) Quantity per Carton

5.3 Deliveries

- 1) It is required that vendor contact the Agency Contact specified on the issued PO to set up a delivery appointment.
- 2) Deliveries are to be made between 7:00 AM and 2:00 PM on date specified, but not between 11:00 AM and Noon.
- 3) The vendor is responsible for payment of any additional charges by the contract warehouse (such as overtime, blast freezing, lowering temperatures, re-stacking; second delivery due to split delivery quantity [unless requested by HHSC], unloading charges, etc.).
- 4) ALL deliveries shall arrive ON TIME as requested by HHSC. It is the awarded vendor's responsibility to contact HHSC Purchaser if unforeseen circumstances arise that may cause a delivery to be late.
- 5) HHSC reserves the right to purchase late items on an emergency basis and charge any resulting increase in price to the awarded vendor.
- 6) On orders calling for multiple deliveries, awarded vendor will be notified in writing by HHSC approximately four (4) weeks prior to requested delivery date.
- 7) Orders must be delivered complete. Items delivered must be the item bid. Mixing of brands of items will not be allowed. Split deliveries will not be accepted, unless requested.
- 8) Products delivered that fail to meet specifications or are not the actual item(s) awarded on the contract shall be rejected or returned at the vendor's expense. Vendor will reimburse the agency for cost of storage and handling fees incurred at the contracted storage facility

and any cost to pick up and return product delivered to individual facilities. Any cost incurred to verify compliance with these specifications will be the responsibility of the vendor if product is found not to be in compliance. This may include but is not limited to laboratory tests.

5.4 Receiving Products

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.

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.

Performance of services on a state holiday requested by HHSC will be performed and invoiced at the Contract rate for Outside Regular Hours.

6 Pricing Information

6.1 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 C 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.

7 Purchase Order Term

The term of the awarded 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

Term September 1, 2023 thru August 31, 2024.

7.1 Extension Option

The HHS Agency, at its sole option and subject to availability of funding, may extend the Contract beyond the initial term and all renewal periods for up to one (1) year as necessary to ensure continuity of service, to process a new solicitation, to secure a new contract, for purposes of transition to a new Contractor, or as otherwise determined by the HHS Agency. This extension, if exercised, will require the Contractor to continue performing services in accordance with the Contract requirements and all terms and conditions.

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 PO number 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 C).

8.3 Payment

- 1) Payment will be made by the HHS Agency in accordance with the pricing provided on **Exhibit C - Pricing Sheet**. The pricing is considered all-inclusive, and no other pricing may be provided on an invoice.
- 2) The HHS Agency must receive products included on an invoice prior to approving the invoice for payment.
- 3) Any additional expenses incurred by the Contractor are the responsibility of the Contractor and will not be paid by the HHS Agency.
- 4) 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

- 1) Contractor must submit invoices on a monthly basis or as otherwise indicated on the PO.
- 2) Separate invoices must be submitted for each delivery, as applicable.
- 3) 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 C**, 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.

11 Confidential or Proprietary Information

Bidder Requirements Regarding Disclosure

Proposals and contracts are subject to the Texas Public Information Act (PIA), [Texas Government Code Chapter 552](#), and may be disclosed to the public upon request. Other legal authority also requires HHSC to post certain contracts and Solicitation responses on its public website and to provide such information to the Legislative Budget Board for posting on its website.

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

- a) Mark Original Proposal
 1. Mark the Original Proposal, on the top of the front page, with the words “**CONTAINS CONFIDENTIAL INFORMATION**” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and
 2. Identify, adjacent to each portion of the Solicitation Response, that Bidder claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Solicitation Response).
- b) Submit Public Information Act Copy of Proposal
 - i. Submit a separate “Public Information Act Copy” of the Original Proposal (in addition to the original and all copies otherwise required under the provisions of this

Solicitation). The Public Information Act Copy must meet the following requirements:

- ii. The copy must be clearly marked as “**PUBLIC INFORMATION ACT COPY**” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
- iii. Each portion Bidder claims is exempt from public disclosure must be redacted (blacked out); and
- iv. Bidder must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (c) of this section must be identical to those set forth in the Original Proposal as required in Subsection (a)(2), above. The only difference in required markings and information between the Original Proposal and the “Public Information Act Copy” of the proposal will be redactions - which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Proposal.

By submitting a response to this Solicitation, Bidder agrees that, if Bidder does not mark the Original Solicitation Response and submit the Public Information Act Copy, Bidder’s Solicitation Response will be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the HHS public website, and posted on the Legislative Budget Board’s public website.

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

Bidder should not submit a Public Information Act Copy indicating that the entire proposal is exempt from disclosure. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire Solicitation Response subject to release under the PIA.

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

HHSC will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this solicitation process, Bidder acknowledges that all information, documentation, and other materials submitted in the Solicitation Response in response to this Solicitation may be subject to public disclosure under the PIA. HHSC does not have authority to agree that any information submitted will not be subject to disclosure.

Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Bidders are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or

otherwise confidential information. HHSC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Bidders.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the [Public Information Act Handbook](#), visit the attorney general's website at <http://www.texasattorneygeneral.gov>.

APPENDIX A – SUBMISSION INSTRUCTIONS

SUBMISSION INSTRUCTIONS

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

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 the PCS Purchaser referenced in section 3.1

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 3.1).

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.

RESPONSE CHECKLIST

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

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

- Exhibit B** - Bid Execution Page
- Exhibit C** - 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.

- Addenda**, if applicable

HEALTH AND HUMAN SERVICES

CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,*" published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor’s performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency’s consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor’s performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency’s consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
 - 1. Name of individual(s) (Contractor or employee(s));
 - 2. Status;
 - 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 - 4. The date the employment was terminated and the reason for the termination; and
 - 5. The annual rate of compensation for the employment at the time of its termination.

- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

- 1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
- 2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
- 3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).



TEXAS

Health and Human Services

Health and Human Services (HHS)
Uniform Terms and Conditions - Vendor
Version 3.3

Effective: July 2022

Responsible Office: Chief Counsel

Table of Contents

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 5

1.1 DEFINITIONS 5

1.2 INTERPRETIVE PROVISIONS 7

ARTICLE II. PAYMENT PROVISIONS..... 8

2.1 PROMPT PAYMENT 8

2.2 ANCILLARY AND TRAVEL EXPENSES 8

2.3 NO QUANTITY GUARANTEES 8

2.4 TAXES 8

ARTICLE III. STATE AND FEDERAL FUNDING 8

3.1 EXCESS OBLIGATIONS PROHIBITED 8

3.2 NO DEBT AGAINST THE STATE 8

3.3 DEBT AND DELINQUENCIES 9

3.4 REFUNDS AND OVERPAYMENTS 9

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS..... 9

4.1 WARRANTY 9

4.2 GENERAL AFFIRMATIONS 9

4.3 FEDERAL ASSURANCES 10

4.4 FEDERAL CERTIFICATIONS..... 10

ARTICLE V. INTELLECTUAL PROPERTY 10

5.1 OWNERSHIP OF WORK PRODUCT 10

5.2 CONTRACTOR’S PRE-EXISTING WORKS 11

5.3 THIRD PARTY IP..... 11

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS 11

5.5 DELIVERY UPON TERMINATION OR EXPIRATION 11

5.6 SURVIVAL 12

5.7 SYSTEM AGENCY DATA 12

ARTICLE VI. PROPERTY 12

6.1 USE OF STATE PROPERTY 12

6.2 DAMAGE TO GOVERNMENT PROPERTY 13

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT 13

ARTICLE VII. WORK ORDERS 13

7.1 WORK ORDERS..... 13

7.2 PROPOSALS 13

7.3 RESPONSIBILITY 13

7.4	TERMINATION.....	13
ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY		14
8.1	RECORD MAINTENANCE AND RETENTION.....	14
8.2	AGENCY’S RIGHT TO AUDIT	14
8.3	RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS	15
8.4	STATE AUDITOR’S RIGHT TO AUDIT	15
8.5	CONFIDENTIALITY	15
ARTICLE IX. CONTRACT REMEDIES AND EARLY TERMINATION.....		15
9.1	CONTRACT REMEDIES	15
9.2	TERMINATION FOR CONVENIENCE.....	16
9.3	TERMINATION FOR CAUSE	16
9.4	CONTRACTOR RESPONSIBILITY FOR SYSTEM AGENCY’S TERMINATION COSTS	16
ARTICLE X. INDEMNITY.....		16
10.1	GENERAL INDEMNITY.....	16
10.2	INTELLECTUAL PROPERTY.....	17
10.3	ADDITIONAL INDEMNITY PROVISIONS.....	17
ARTICLE XI. GENERAL PROVISIONS		18
11.1	AMENDMENT	18
11.2	INSURANCE.....	18
11.3	LIMITATION ON AUTHORITY.....	18
11.4	LEGAL OBLIGATIONS.....	19
11.5	CHANGE IN LAWS AND COMPLIANCE WITH LAWS	19
11.6	E-VERIFY PROGRAM.....	19
11.7	PERMITTING AND LICENSURE	19
11.8	SUBCONTRACTORS.....	19
11.9	INDEPENDENT CONTRACTOR	20
11.10	GOVERNING LAW AND VENUE	20
11.11	SEVERABILITY	20
11.12	SURVIVABILITY	20
11.13	FORCE MAJEURE.....	20
11.14	DISPUTE RESOLUTION.....	21
11.15	NO IMPLIED WAIVER OF PROVISIONS.....	21
11.16	MEDIA RELEASES.....	21
11.17	NO MARKETING ACTIVITIES	22
11.18	PROHIBITION ON NON-COMPETE RESTRICTIONS	22
11.19	SOVEREIGN IMMUNITY.....	22
11.20	ENTIRE CONTRACT AND MODIFICATION	22

11.21	COUNTERPARTS	22
11.22	CIVIL RIGHTS	22
11.23	ENTERPRISE INFORMATION MANAGEMENT STANDARDS	23
11.24	DISCLOSURE OF LITIGATION	24
11.25	NO THIRD-PARTY BENEFICIARIES	24
11.26	BINDING EFFECT	24

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders.

“Attachment” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Work Orders that may be issued by the System Agency, to be incorporated by reference for all purposes.

“Contractor” means the Party selected to provide the goods or Services to the State under this Contract.

“Deliverable” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Goods” means supplies, materials, or equipment.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“Health and Human Services” or “HHS” includes the Department of State Health Services (DSHS), in addition to the Health and Human Services Commission.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;

- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Contractor, collectively.

“[Party](#)” means either the System Agency or Contractor, individually.

“[Project](#)” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“[Scope of Work](#)” means the description of Services and Deliverables specified in the Contract and as may be amended.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation](#)” means the document issued by the System Agency (including any published addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Contractor’s full and complete response (including any Attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the State Travel Management Program through the Texas Comptroller of Public Accounts website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontract](#)” means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“[Subcontractor](#)” means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“[Third Party IP](#)” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a Subcontractor.

“[Work](#)” means all Services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“[Work Order](#)” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Contractor in connection with Contractor’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas *Textravel* available at the Texas Comptroller of Public Accounts State Travel Management Program website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Contractor for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Contractor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
 - i. withhold all or part of any payments to Contractor to offset overpayments, unallowable or ineligible costs made to the Contractor, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Contractor to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
 - i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Contractor warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Contractor has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Contractor, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Contractor received from System Agency for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and,
- iii. Take necessary action to ensure that Contractor's future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Contractor certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Contractor has reviewed the General Affirmations and that Contractor is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Contractor certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal assurances and that Contractor is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Contractor certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal certifications and that Contractor is in compliance with all requirements. In addition, Contractor certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Contractor hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Contractor agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to System Agency, Contractor hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third-Party IP that are incorporated in the Work Product by Contractor. Contractor shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 CONTRACTOR'S PRE-EXISTING WORKS

- A. To the extent that Contractor incorporates into the Work Product any works of Contractor that were created by Contractor or that Contractor acquired rights in prior to the Effective Date of this Contract (“**Incorporated Pre-existing Works**”), Contractor retains ownership of such Incorporated Pre-existing Works.
- B. Contractor hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Contractor represents, warrants, and covenants to System Agency that Contractor has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Contractor, Contractor hereby grants to System Agency, or shall obtain from the applicable third party for System Agency’s benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency’s internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third-Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Contractor shall obtain System Agency’s advance written approval prior to incorporating any Third-Party IP into the Work Product, and Contractor shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Contractor shall provide System Agency all supporting documentation demonstrating Contractor’s compliance with this **Section 5.3**, including without limitation documentation indicating a third party’s written approval for Contractor to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Contractor shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Contractor’s compliance with Contractor’s obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency’s request, Contractor shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Contractor’s failure to timely deliver such Work Product is a material breach of the Contract. Contractor will not retain any copies of the Work Product or any documentation or other products or results of Contractor’s activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Contractor by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Contractor shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Contractor's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Contractor's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Contractor is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such Services.
- E. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

- ii. all charges attributable to Contractor's use of State Property that exceeds the Contract scope. Contractor shall fully reimburse such charges to System Agency within ten (10) calendar days of Contractor's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Contractor or Contractor's employees, agents, Subcontractors, and suppliers, Contractor shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Contractor shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Contractor shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Contractor's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. WORK ORDERS

7.1 WORK ORDERS

If the Contract is for indefinite quantities of Services, as specified in the Signature Document, all Work will be performed in accordance with properly executed Work Orders.

7.2 PROPOSALS

For Work Order contracts, the Contractor shall submit to System Agency separate proposals, including pricing and a project plan, for each Project.

7.3 RESPONSIBILITY

For each approved Project, the Contractor shall be responsible for all Work assigned under the Work Order. Multiple Work Orders may be issued during the term of this Contract, all of which will be in writing and signed by the Parties. Each Work Order will include a scope of Services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and any other information or special conditions as may be necessary for the Work assigned.

7.4 TERMINATION

If this Work Order is in effect on the day the Contract would otherwise expire, the Contract will remain in effect until this Work Order is terminated or expires; and the Contract and this Work Order may be amended after such termination or expiration to

extend the performance period or add ancillary deliverables or services, only to the extent necessary.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Contractor shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- B. Contractor shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Contractor for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Contractor pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

- E. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Contractor must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Contractor's or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Contractor must provide to System Agency upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Contractor shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

8.5 CONFIDENTIALITY

Contractor shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Contractor under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Contractor.

ARTICLE IX. CONTRACT REMEDIES AND EARLY TERMINATION

9.1 CONTRACT REMEDIES

To ensure Contractor's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Contractor accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Contractor to take specific actions in order to remain in compliance with the Contract;

- iii. recouping payments made by the System Agency to the Contractor found to be in error;
- iv. suspending, limiting, or placing conditions on the Contractor's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Contractor no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

9.4 CONTRACTOR RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Contractor shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL

RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.

- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Contractor or any other entity under the Contract.**

10.2 INTELLECTUAL PROPERTY

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY CONTRACTOR OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. CONTRACTOR AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. CONTRACTOR SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS'**

FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

11.2 INSURANCE

- A. Unless otherwise specified in this Contract, Contractor shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Contractor shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Contractor shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

11.3 LIMITATION ON AUTHORITY

- A. The authority granted to Contractor by the System Agency is limited to the terms of the Contract.
- B. Contractor shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Contractor may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Contractor may not rely upon implied authority and is not granted authority under the Contract to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency

programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Contractor, the Contractor shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

11.4 LEGAL OBLIGATIONS

Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

11.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.6 E-VERIFY PROGRAM

Contractor certifies that for Contracts for Services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Contractor to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Contractor to perform Work pursuant to the Contract within the United States of America.

11.7 PERMITTING AND LICENSURE

At Contractor's sole expense, Contractor shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract.

Contractor shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

11.8 SUBCONTRACTORS

Contractor may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the Contract. Should Contractor Subcontract any of the services required in the Contract, Contractor expressly understands and acknowledges that in entering into such Subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for

ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract.

11.9 INDEPENDENT CONTRACTOR

Contractor and Contractor's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Contractor nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Contractor shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and System Agency.

11.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

11.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.13 FORCE MAJEURE

Neither Contractor nor System Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to

avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Contractor's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- B. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Contractor shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Contractor which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 MEDIA RELEASES

- A. Contractor shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.17 NO MARKETING ACTIVITIES

Contractor is prohibited from using the Work for any Contractor or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Contractor shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

11.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

11.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

11.22 CIVIL RIGHTS

- A. Contractor agrees to comply with state and federal anti-discrimination laws, including:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

- B. Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Contractor shall provide HHSC's Civil Rights Office with copies of the Contractor's civil rights policies and procedures.
- G. Contractor must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:
HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Contractor shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.24 DISCLOSURE OF LITIGATION

- A. The Contractor must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. “Threatened litigation” as used herein shall include governmental investigations and civil investigative demands. “Litigation” as used herein shall include administrative enforcement actions brought by governmental agencies. The Contractor must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Contractor’s financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

11.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

EXHIBIT B – BID EXECUTION PAGE

TEXAS HEALTH AND HUMAN SERVICES COMMISSION			
Solicitation No.:	Solicitation Post Date:	Response Due Date:	Response Due Time:
HHS0000227682 R3	08/10/2023	08/16/2023	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:

Texas Vendor ID No. (or Federal Employer’s ID):

Name of Business:

Street Address:

City-State-Zip Code:

Telephone 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)

EXHIBIT C – PRICING SHEET

SOLICITATION HHS0000227682 R3

SAMPLE ITEMS THAT MAY BE ORDERED, BUT NOT LIMITED TO

RESPONSE NOT CONSIDERED A QUOTE – FOR EVALUATION PURPOSES ONLY

*****Please complete Highlighted Fields*****

Line Item	NIGP Class/Item	Description	Qty	UOM	Unit Price	VENDOR RESPONSE REQUIRED YES/NO
0		The term of this Contract is September 1, 2023 thru August 31, 2024 HHSC ON behalf of San Angelo State Supported Living Center is soliciting bid responses for FY24 Good Services Maint- Good Service Maint-Floor Equipment Parts-Supplies. Sample Items shown, that may be ordered, but not limited to. Items to be ordered/delivered on as needed basis by facility. Facility will pick up items from vendor. VENDORS must have a location within 1000 miles of Facility: 11640 US-87, Carlsbad, TX 76934 ***AMOUNT NOT TO EXCEED \$20,000.00 PER FY23 WITHOUT PRIOR APPROVAL *** Your responses are due no later than 08/16/2023 10:30am ***** **Items to Meet requested Specifications**				
1	486-04	Roller squeegee 36" 36" Moss Boss Haviland HAV-RS36 hydrophilic PVA roller with stainless steel axles and axle to axle rod, heavy gauge aluminum extrusion frame, socket is a zinc die cast, Socket accepts a standard 11/8" tapered handle	1	EA		
2	486-04	Floor Rubber Squeegee Curved 36" HAV336C Cast Aluminum Socket, Black Buna N Blend rubber 1/4" x 2"	1	EA		
3	485-54	Floor Finish Wet-Look Gloss NCL 24K 24-7 Gallon MPN 0593G high solids formula, proprietary polymer	1	GAL		
4	493-18	Deodorizer Aerosol 5 Oz SSS Odor Killer Fogger SSS08823	1	EA		
5	485-54	Floor Finish High Gloss Prestige UHS high solids Gallon HOC2425-1	1	GAL		
6	934-29	SERVICE PROVIDED AT STORE PER SOW Sample Items for repair: wet vac floor scrubber vacuum cleaner	N/A	N/A	N/A	SERVICE AVAILABLE YES/NO _____
7		VENDOR REQUIREMENTS Number Years in Business 10 Years Labor Rate Not To Exceed \$75.00 per hour	N/A	N/A	N/A	Years in Bus Yes/No _____ Rate Acceptable Yes/No _____
		TOTAL				
ITEMS TO MEET REQUESTED SPECIFICATIONS - IF BIDDING ALTERNATE PRODUCT, PLEASE INCLUDE DESCRIPTIVE LITERATURE WITH YOUR RESPONSE OR BID MAY NOT BE ACCEPTED. ***						

<p>NOTE: 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).</p>	<p>Estimated Delivery Time in Days ARO</p> <p>_____</p>	
--	--	--

SCOPE OF WORK (SOW)

FACILITY:

San Angelo State Supported Living Center
11640 Hwy 87 N, Carlsbad, Texas 76934

Flooring Equipment repairs and services as needed for the San Angelo State Supported Living Center (SAGSSLC) located at 11640 Hwy 87 N, Carlsbad, Texas. Awarded vendor shall furnish all labor tools, transportation, equipment materials and supplies as required to complete the services/repairs as requested from the facility. Awarded vendor shall be responsible for supervision, clean up and disposal, and must have all applicable licenses, permits and insurance coverage.

Awarded vendor shall provide services or replacement parts as requested by San Angelo State Supported Living center (SAGSSLC) campus.

Flooring equipment repair services and parts.

- Services as needed for the San Angelo State Supported Living Center (SAGSSLC) located at 11640 Hwy 87 N, Carlsbad, Texas. Awarded vendor shall furnish all labor tools, transportation, equipment materials and supplies as required to complete the repairs or replacement parts requested. Awarded vendor shall be responsible for supervision, clean up and disposal, and must have all applicable licenses, permits and insurance coverage.
- SERVICE REQUIREMENTS: Work shall include replacement parts and repairs with all parts necessary to make Flooring equipment operational for the facility. Facility may deliver or schedule pickup of equipment if applicable. Vendor to supply materials as required to complete jobs. Vendor to notify the facility prior to commencing job with pricing approvals to complete the job.
 - Sample Items for repair:
 - wet vac
 - floor scrubber
 - vacuum cleaner
- Materials:
 - All materials specified for used by the vendor must be approved before commencing work and be comparable with existing materials. Materials utilized by the vendor must be of equal or better quality than existing materials. Materials specifications must be approved by the SAGSSLC Designated Representative.
 - Vendor shall provide any and all materials.
- Companies submitting proposals and/or the principals of companies submitting proposals shall have been in the flooring Equipment repair business for a minimum of ten (10) years and within 100 miles of the facility.
- Point of contact before, during and after contract award is Perry Havard (325) 465-2300

From: [Burns,Debra A \(HHSC\)](#)
To: [Burns,Debra A \(HHSC\)](#)
Bcc: houseofchemicals1965@gmail.com; Sales@3agprocurement.com; mrussell@369globalllc.com; mark@ahitexas.com; sraithel@products-unlimited.com; info@janicorellc.com
Subject: SOLICITATION IFB HHS0000227682 ROUND 3 FY24 BLANKET INVITATION
Date: Thursday, August 10, 2023 12:31:00 PM
Attachments: [PCS114 Informal IFB 0000227682 R3 FY24 SGSSLC-FLOOR EQUIP.pdf](#)
[Scope of Work SGSSLC-FLOOR EQUIP.pdf](#)
[PCS114 Informal IFB 0000227682 R3 FY24 SGSSLC-FLOOR EQUIP EXHIBIT B – BID EXECUTION PAGE.pdf](#)
[PCS114 Informal IFB 0000227682 R3 FY24 SGSSLC-FLOOR EQUIP EXHIBIT C – PRICING SHEET.pdf](#)
[PCS 111 HHS Ts and Cs No DUA \(July 2022\).pdf](#)
[image001.png](#)
Importance: High

Hello

You are invited to bid on Solicitation HHS0000227682 R3 for FY24 San Angelo State Supported Living Center is soliciting bid responses for FY24 Good Services Floor Maint Parts Supplies Repair Term 09/01/2023 – 08/31/2024

Items requested are sample items that maybe ordered, but not limited to.

SAMPLE ITEMS - PRICING FOR EVALUATION PURPOSES ONLY - NOT INTENDED AS A QUOTE

Service per SOW

Facility Personnel will pick up items from vendor.

VENDORS must have a location within 100 miles of Facility: 11640 US-87, Carlsbad, TX 76934

AMOUNT NOT TO EXCEED \$20,000.00 PER FY24 WITHOUT PRIOR APPROVAL

Please complete and sign the attached documents Exhibit B and Exhibit C and **return no later than 08/16/2023 10:30 AM**

Late or incomplete responses will not be accepted

Round 3: Award may not be made without completed response documents

Please let me know if you have any difficulties with the document

I appreciate your time and attention

Warm Regards

DEBRA BURNS, CTCD

Purchaser for Administrative Goods
Procurement and Contracting Services
Phone Direct: CELL 832-818-3936
(512) 406-2564, Fax: (512) 406-2688
Email debra.burns@hhs.texas.gov
1100 W. 49th Street Mail Code 2020
Austin, TX 78756



From: [Call,Julie \(HHSC\)](#)
To: [Burns,Debra A \(HHSC\)](#)
Subject: RE: IFB HHS0000227682 FY24 BLANKET APPROVAL
Date: Monday, July 24, 2023 12:01:01 PM
Attachments: [image001.png](#)

Approved.

Respectfully,

Julie Call, CTCD, CTCM
Manager, Administrative Goods Team
Procurement and Contracting Services
Texas Health and Human Services
[Call me on Teams!](#)
Work Cell: 512-593-0334
julie.call@hhs.texas.gov
1100 W. 49th Street | Mail Code 2020
Austin, TX 78756



Visit the [PCS Goods Team Site](#) to review [FAQs](#).
How did we do? Help us improve. [Customer Feedback Survey](#)

Find policies, forms, training and more on [PCS SharePoint](#).
Visit PCS [End of Year Resource Center](#)

5/1/2023	Requisitions for goods and services, including IT purchases, required during FY23, or FY24 with a critical 9/1 start date.
7/7/2023	FY23 requisitions for office supplies are due for items that are to be used/consumed during FY23. Please see the list of items that PCS accepts as office supplies . If an office supply item is not on this list, the May 1 deadline applies to the requisition.
8/15/2023	End of FY23 and FY24 requisitions for professional development training or individual conference registration fees. This deadline does not apply for conferences planned by program. Requisitions for conference planning are subject to the May 1 deadline.

From: Burns,Debra A (HHSC) <Debra.Burns@hhs.texas.gov>
Sent: Monday, July 24, 2023 9:46 AM
To: Call,Julie (HHSC) <Julie.Call@hhs.texas.gov>

Subject: IFB HHS0000227682 FY24 BLANKET APPROVAL

Importance: High

Hello

Please approve attached IFB HHS0000227682 for SGSSLC FY24 Blanket Goods-Service Floor Maint Parts Repair
Amount is \$20,000.00 per FY24

Thank You
Debra

From: Havard,Perry (HHSC) <Perry.Havard@hhs.texas.gov>

Sent: Friday, July 21, 2023 4:42 PM

To: Burns,Debra A (HHSC) <Debra.Burns@hhs.texas.gov>; Durham,Carol (HHSC/DADS) <Carol.Durham@hhs.texas.gov>; Montez,Ida (HHSC) <Ida.Montez@hhs.texas.gov>; Block,Debbie (HHSC) <Debbie.Block@hhs.texas.gov>

Subject: RE: COURTESY NOTIICATION 0000227682 FY24 REASSIGNMENT-IFB RESPONSE

See suggestions in green and SOW is attached

From: Burns,Debra A (HHSC) <Debra.Burns@hhs.texas.gov>

Sent: Friday, July 21, 2023 3:53 PM

To: Durham,Carol (HHSC/DADS) <Carol.Durham@hhs.texas.gov>; Havard,Perry (HHSC) <Perry.Havard@hhs.texas.gov>; Montez,Ida (HHSC) <Ida.Montez@hhs.texas.gov>; Block,Debbie (HHSC) <Debbie.Block@hhs.texas.gov>

Subject: COURTESY NOTIICATION 0000227682 FY24 REASSIGNMENT-IFB NEED INFO

Hello,

This is a courtesy notification from Procurement and Contracting Services (PCS) regarding:

Requisition: HHSTX- 0000227682 FY24 BLANKET REASSIGNMENT

For: FY24 House of Chemicals

I am the purchaser assigned to process your request. My contact information is provided below if you have questions. If I need any clarification or additional information about this purchase, I will contact you.

For all orders, it is required that buyers are utilizing the items available on Workquest (formally, TIBH), term contract/Smartbuy first. The requested items will be checked in Smartbuy for availability.

Requisition amount requires Solicitation be sent to vendors per CMBL for Class Item/NIGP Code Alternately, requisition amount may be reduced to \$10,000.00 per FY24 Term 09/01/2023 – 08/31/2024 and TPO sent to requested vendor as a spot purchase

1. Please advise how you want to proceed
2. PLEASE PROVIDE SOW FOR ALL Service required. Please specify service to be provided by vendor, vendor requirements such as in business x years in industry, labor rate Not to exceed x amount per hour, and any facility requirements
3. Please advise are vendors to provide service at facility location – deliver and pickup equipment from facility and or items delivered and picked up by facility personnel from Local Store service at local store.. Facility to pick up items at local store

AGENCY CONTACT:

4. SHIP TO ATTN Block,Deborah Kay NEED PHONE 325-465-2303 debbie.block@hhs.texas.gov

FY24 SAMPLE ITEMS FOR SOLICITATION IF APPLIABLE

5. PLEASE PROVIDE FY24 SAMPLE ITEMS IN TABLE BELOW TO INCLUDE COMPLETE DESCRIPTION AND VALID ITEM – PART NUMBERS SEARCHABLE REQUESTED VENDOR WEBSITE OR PER GOOGLE
6. Please provide Sample items that may be repaired items and description added. Items searchable on google

Please indicate quantity per UOM if in Package, Pack

LINE	DESCRIPTION W/ PART NUMBER	QTY	UOM	VENDOR RESPONSE REQUIRED SERVICE YES/NO	PCS COMMENTS
1	Roller squeegee 36" 36" Moss Boss Haviland HAV-RS36 hydrophilic PVA roller with stainless steel axles and axle to axle rod, heavy gauge aluminum extrusion frame, socket is a zinc die cast, Socket accepts a standard 11/8" tapered handle	1	Ea		ITEM NOT FOUND PER VENDOR WEBSITE
2	Floor Rubber Squeegee Curved 36" HAV336C Cast Aluminum Socket, Black Buna N Blend rubber 1/4" x 2"	1	Ea		
3	Floor Finish Wet-Look Gloss NCL 24K 24-7 Gallon MPN 0593G high solids formula, proprietary polymer	1	Gal		
4	Deodorizer Aerosol 5 Oz SSS Odor Killer Fogger SSS08823	1	Can		
5	Floor Finish High Gloss	1	Gal		

	Prestige UHS high solids Gallon HOC2425-1				
14	SERVICE AVAILABLE AT LOCAL STORE per SOW Sample items that may be repaired 1. wet vac 2. floor scrubber 3. vacuum cleaner 	n/a	n/a	Yes/no	
15	VENDOR REQUIREMENTS IN BUSINESS 10 YEARS LABOR RATE NOT TO EXCEED 75.00 \$ PER HOUR	n/a	n/a	Yes/no	

7. Please advise What is Line 1

Please Note Cleaning Chemicals are available from Term Contract Work Quest and from TCI

Description	Quantity	UOM
Form 4298-SSLC May 2017-E SSLC Purchase Request Dept Last Name Date (mmddyyyy) ID Suffix (e.g., A, B, C, etc.) for multiple PRFs per day: Originating Information Final Destination Customer Email Address Agency Final Destination Customer Street Address Bu	1	LOT
FY24 BLANKET SGSSLC Goods Cleaning Chemicals TERM 09/01/2023 - 08/31/2024	1	LOT
FY24 BLANKET SGSSLC Services: Repairs Cleaning equipment TERM 09/01/2023 - 08/31/2024 Provide Sample Items that may be repaired	1	LOT
FY24 BLANKET SGSSLC Goods Consumables term 09/01/2023 – 08/31/2024	1	LOT

Total Lines 4

Total Amount 20000.00

FY23 PO: HHSTX-3-0000298004

FY23 Purchaser: Kimberly Andrews

Please note that if the requisition is over \$5K we are required to contact at least one HUB (Historically Underutilized Businesses) vendor to request a quote.

If you have a quote and it's not attached to the requisition, please forward it to me. If it's expired, I will request an updated quote. If you don't have a quote, I will request one.

In addition, awarded vendor must be in CAPPS Financials and pass all vendor screening, including Franchise Tax status to be eligible to receive a PO.

For your convenience, you can refer to the PALTS [here](#).

If you have any questions or updates relating to this procurement please let me know. If I need any further information, I will contact you.

Helpful

https://txhhs.sharepoint.com/sites/PCS_Procurement_Goods/SitePages/How-Do-I-Enter-a-Good-Requisition-.aspx

I appreciate your time and attention

Warm Regards

DEBRA BURNS, CTCD

Purchaser for Administrative Goods
Procurement and Contracting Services

Phone Direct: CELL 832-818-3936

(512) 406-2564, Fax: (512) 406-2688

Email debra.burns@hhs.texas.gov

1100 W. 49th Street Mail Code 2020

Austin, TX 78756



Find policies, forms, training and more on [PCS SharePoint](#).

Refer to the [Procurement Action Lead Time Schedule \(PALTS\)](#) for estimated procurement processing times.

Q Search For Vendors

Please Fill out a Survey

🔍 Search found 36 vendors , 13 are HUBs ,Includes 0 Inactive Vendors

Search Condition : SearchType=CMBL Only,Section1 Class Code=486,Section1 Item(s)=(04),Section1 Service District(s)=(07),Section2 Class Code=493,Section2 Item(s)=(18),Section2 Service District(s)=(07),Section3 Class Code=934,Section3 Item(s)=(29),Section3 Service District(s)=(07)

Vendor ID	Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender	CMBL Status	HUB Status
1874212994500	2H LLC	Nayely Ruiz	13031 ABERDARE DR	EL PASO	TX	79928-4409	twohenterprises@outlook.com	915-785-9785	<u>HI</u>	<u>F</u>	<u>Active</u>	<u>A-Active</u>
1881928395500	369 GLOBAL LLC	Marvin Russell	29030 VILLAGE CREEK LOOP	SPRING	TX	77386-7022	mrussell@369globalllc.com	832-906-0154			<u>Active</u>	<u>Inactive(N)</u>
1831020951700	3AGPROCUREMENT, LLC	Kristin Parkinson	2257 N LOOP 336 W STE 140 PMB #215	CONROE	TX	77304-3566	Sales@3agprocurement.com	979-985-2223	<u>WO</u>	<u>F</u>	<u>Active</u>	<u>A-Active</u>
1770518772600	AGILENT TECHNOLOGIES	Lindsay Willett	SALES AND SERVICE CENTER LSCA BID SALES 2850 CENTERVILLE ROAD	WILMINGTON	DE	19808-1610	LSCABIDS@AGILENT.COM	800-227-9770			<u>Active</u>	<u>Inactive(N)</u>
1272070628700	AHI ENTERPRISES, LLC	Mark A. Nolan	16120 COLLEGE OAK #105	SAN ANTONIO	TX	78249-4043	mark@ahitexas.com	210-653-7770	<u>WO</u>	<u>F</u>	<u>Active</u>	<u>A-Active</u>
1861382673600	AHI MED LLC	Mark A. Nolan	16120 COLLEGE OAK #105	SAN ANTONIO	TX	78249-4043	mark@ahimed.com	210-653-7770			<u>Active</u>	<u>Inactive(N)</u>
1862156769400	ARROW CHEMICAL PRODUCTS, INC	Dave T Sarkipato	32233 SCHOOLCRAFT RD	LIVONIA	MI	48150-4314	dsarkipato@arrowchemicalproducts.com	269-271-2056			<u>Active</u>	<u>Inactive(N)</u>
1263509025600	ASPIRA HEALTHCARE INC	Grace Njie	1108 WISHING TREE LN	KELLER	TX	76248-5272	gracenic1@outlook.com	817-431-8528			<u>Active</u>	<u>Inactive(N)</u>
1760656170600	BIOMEDICAL SOLUTIONS INC	Info at BSI	3727 GREENBRIAR DR SUITE 304	STAFFORD	TX	77477-3954	info@bsilab.com	281-240-5893			<u>Active</u>	<u>Inactive(N)</u>
1862374713800	BLUEBONNET BUSINESS SERVICES LLC	Angela Prince	3204 ATHENS DR	CORINTH	TX	76210-1707	info@messengerbusinesssolutions.com	214-929-2398	<u>WO</u>	<u>F</u>	<u>Active</u>	<u>A-Active</u>
1882241986900	BLUEPRINT CREATIONS LLC	Ayoola Jegede	7715 RAINHAM VALLEY LN	RICHMOND	TX	77407-6035	ayoola.jegede@bluprintcreations.com	877-795-4165			<u>Active</u>	<u>Inactive(N)</u>
1752229085100	CENTERLINE SUPPLY, LTD.	Shane Richmond	530 JESSE ST	GRAND PRAIRIE	TX	75051-1142	shane.richmond@clsusa.com	972-647-8300			<u>Active</u>	<u>Inactive(N)</u>

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1845040226000	CHARLIE MIKE INDUSTRIES, LLC	Carleen Rantzow	1078 BYAS SPRINGS RD	MOUNTAIN HOME	TX	78058-5107	c.m.rantzow@gmail.com	210-687-6255			Active	Inactive(N)	
1760302435100	EXPOTECH, U.S.A., INC.	Abhishek Dhingra	10700 ROCKLEY RD.	HOUSTON	TX	77099-3516	abhishek@expotechusa.com	281-496-0900	AS	E	Active	A-Active	
1752244658600	FOX SCIENTIFIC INC	Sales	8221 E FM 917	ALVARADO	TX	76009-6032	rfp@foxscientific.com	800-369-5524	HI	M	Active	A-Active	
1463721958600	GOOD BUSINESS INC.	Donte Davenport	510 RICHMOND AVE SUITE 322	HOUSTON	TX	77006-5532	ddavenport@goodbizgroup.net	832-525-6933			Active	Inactive(I)	
1821534207400	HIC HEALTHCARE	Han Xiao	4651 SEMINARY ROAD, 203	ALEXANDRIA	VA	22304	hxiao@hichealthcare.com	240-383-0005			Active	Inactive(N)	
1751214605500	HOUSE OF CHEMICALS, INC	Josh Barnett	304 N CHADBOURNE ST	SAN ANGELO	TX	76903-5735	jbarnett32@gmail.com	325-655-8376			Active	Inactive(N)	
1390840476000	INDUSTRIES FOR THE BLIND	Gladys De La Garza	2200 W 35TH ST BLDG 39	AUSTIN	TX	78703-1222	gladys.delagarza@ibvi.org	512-206-4451			Active	Inactive(N)	
1760043081700	INTERNATIONAL STONEWORKS, INC.	Rawi Tabbah	8650 FAIRBANKS N HOUSTON RD	HOUSTON	TX	77064-7942	rtabbah@intlstoneworks.com	713-956-8291			Active	Inactive(N)	
1874616394000	JANI-CORE,LLC	Tevin Richardson	7595 SAN BRUNO ST	BEAUMONT	TX	77708-2301	info@janicorellc.com	409-273-0511	BL	M	Active	A-Active	
1923620398000	JORIEM LIMITED LIABILITY COMPANY	lillian hooten	729 GRAPEVINE HWY STE 2032	HURST	TX	76054-2805	joriemcontract@gmail.com	713-823-3582			Active	Inactive(N)	
1883298534700	KGCT GROUP, LLC	Michael Seestadt	1802 GROVETON CV	AUSTIN	TX	78746-7258	mike@kgctllc.com	541-554-8008			Active	Inactive(N)	
1742382166300	MATERA PAPER COMPANY, INC.	Trisha Sacheli	PO BOX 200184	SAN ANTONIO	TX	78220-0184	trisha_sacheli@materapaper.com	972-946-4794			Active	Inactive(N)	
1742956017400	NOLANS OFFICE PRODUCTS INC.	Sandra Nolan	16120 COLLEGE OAK STE 105	SAN ANTONIO	TX	78249-4044	mark@nolansonline.com	210-653-7770	WO	E	Active	A-Active	
1581090239300	PRO CHEM, INC.	Ticia White	PO BOX 1309	ALPHARETTA	GA	30009-1309	twhite@procheminc.com	770-740-2800			Active	Inactive(N)	
1752438342300	PRODUCTS UNLIMITED, INC.	SUSAN RAITHEL	1900 PRESTON RD SUITE 267 - PMB 297	PLANO	TX	75093-5175	sraithel@products-unlimited.com	940-648-3073	WO	E	Active	A-Active	
1863487182800	SOLA GROUP LLC	Titiloia Alao	2007 COMMERCE ST STE 9	HOUSTON	TX	77002-2313	solagroupllc@gmail.com	662-801-6079			Active	Inactive(N)	
1900998808000	SOUTH CENTRAL SUPPLY LLC	Hope Craft	828 BETTERMAN DR	PFLUGERVILLE	TX	78660-5117	sales@supplytexas.com	512-367-0311	WO	E	Active	A-Active	
1741495894600	SOUTH TEXAS LIGHTHOUSE FOR THE BLIND	John Moore	4421 AGNES ST	CORPUS CHRISTI	TX	78405-3321	johnm@stlb.net	361-883-6553			Active	Inactive(N)	
1271504222700	TAYLOR DISTRIBUTION GROUP, LLC	Artura Taylor	10410 WATERVIEW PARKWAY	ROWLETT	TX	75089-8482	artura@tdgsci.com	214-890-9200	BL	E	Active	A-Active	
1831399685400	TBC American Enterprise, Inc.	William Brown	3410 Pinnacle Drive	San Antonio	TX	78261	wbrown@tbcsatx.com	434-426-3690	BL	M	Active	A-Active	
1271857408500	TOTAL SURFACE CONCEPTS	Mark Sullivan	911 COMMERCE ST	PORTLAND	TX	78374-1742	support@totalsurfaceconcepts.com	361-704-3111			Active	Inactive(N)	
1472835624800	WINN INNOVATIONS, LLC	Chad Fields	PO BOX 383227	DUNCANVILLE	TX	75138-3227	info@winninnovations.com	214-676-8330			Active	Inactive(N)	

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1814461148200	XYPLES, LLC	Tochukwu Okonkwor	7600 CHEVY CHASE DR STE 300	AUSTIN	TX	78752-1599	tokonkwor@xyples.com	404-488-8811	BL	M	Active	A-Active
1451545595500	ZYAA INC	Cassandra Malone	PO BOX 16189	JACKSON	MS	39236-6189	Zyaainc@gmail.com	601-321-9502			Active	Inactive(N)

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1751214605500 / 530015
Vendor Name	HOUSE OF CHEMICALS, INC
Vendor Address	304 N CHADBOURNE ST SAN ANGELO, TX 76903-5735 USA
County	TOM GREEN
Contact	Josh Barnett
Phone/Fax	325-655-8376 / 325-655-5225
Email Address	jbarnett32@gmail.com
Website	http://www.houseofchemicals.net
Business Description	Janitorial and custodial supplies and equipment. House of Chemicals is a distributor and manufacturer of industrial and cleaning chemicals, as well as janitorial supplies and equipment.
Business Category	<u>Commodities Wholesaler/Reseller (07)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>No</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	26-APR-2024
HUB Status	<u>Inactive (N- Never been certified as a HUB)</u>
	Commodity items shown above are available for district(s) 2,3,4,5,6,7,8,14,15,18,23,25

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1831020951700 / 509103
Vendor Name	3AGPROCUREMENT, LLC
Vendor Address	2257 N LOOP 336 W STE 140 PMB #215 CONROE, TX 77304-3566 USA
County	MONTGOMERY
Contact	Kristin Parkinson
Phone/Fax	979-985-2223 / 979-985-2240
Email Address	Sales@3agprocurement.com
Website	http://www.3AGProcurement.com
Business Description	Distributor/Wholesaler/Reseller of Misc items
Business Category	<u>Commodities Wholesaler/Reseller (07)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>Yes</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	26-JUN-2024
HUB Status	<u>Active Bidder (A-Approved; Active Texas certified HUB)</u>
HUB Expires	25-OCT-2026

CMBL/HUB Vendor Detail	
HUB Eligibility	<u>WO (American Woman)</u>
HUB Gender	<u>E</u>
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1881928395500 / 534536
Vendor Name	369 GLOBAL LLC
Vendor Address	29030 VILLAGE CREEK LOOP SPRING, TX 77386-7022 USA
County	MONTGOMERY
Contact	Marvin Russell
Phone/Fax	832-906-0154 /
Email Address	mrussell@369globalllc.com
Website	http://www.369globalllc.com
Business Description	Janitorial Services, equipment and supplies, administrative management services, Logistics.
Business Category	<u>Building Construction, Including General Contractors And Operative Builders (02)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>No</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	05-MAY-2024
HUB Status	<u>Inactive (N- Never been certified as a HUB)</u>
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1272070628700 / 467342
Vendor Name	AHI ENTERPRISES, LLC
Vendor Address	16120 COLLEGE OAK #105 SAN ANTONIO, TX 78249-4043 USA
County	BEXAR
Contact	Mark A. Nolan
Phone/Fax	210-653-7770 / 210-653-7766
Email Address	mark@ahitexas.com
Website	http://www.ahitexas.com
Business Description	Office Supplies, Ink Cartridges, Toners, Janitorial Supplies, Furniture
Business Category	<u>Commodities Wholesaler/Reseller (07)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>No</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	05-DEC-2023
HUB Status	<u>Active Bidder (A-Approved; Active Texas certified HUB)</u>
HUB Expires	29-OCT-2024

CMBL/HUB Vendor Detail	
HUB Eligibility	<u>WO (American Woman)</u>
HUB Gender	<u>E</u>
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1874616394000 / 533420
Vendor Name	JANI-CORE,LLC
Vendor Address	7595 SAN BRUNO ST BEAUMONT, TX 77708-2301 USA
County	JEFFERSON
Contact	Tevin Richardson
Phone/Fax	409-273-0511 /
Email Address	info@janicorellc.com
Website	
Business Description	Janitorial Services / Cleaning Services / Disinfecting/ COVID Cleanings
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>No</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	02-MAY-2024
HUB Status	<u>Active Bidder (A-Approved; Active Texas certified HUB)</u>
HUB Expires	10-JUN-2026

CMBL/HUB Vendor Detail	
HUB Eligibility	<u>BL (Black American)</u>
HUB Gender	<u>M</u>
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1752438342300 / 67189
Vendor Name	PRODUCTS UNLIMITED, INC.
Vendor Address	1900 PRESTON RD SUITE 267 - PMB 297 PLANO, TX 75093-5175 USA
County	COLLIN
Contact	SUSAN RAITHEL
Phone/Fax	940-648-3073 / 940-648-3407
Email Address	sraithel@products-unlimited.com
Website	http://www.products-unlimited.com
Business Description	Medical Laboratory, safety supplies and Equipment.
Business Category	<u>Commodities Wholesaler/Reseller (07)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>No</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	31-DEC-2023
HUB Status	<u>Active Bidder (A-Approved; Active Texas certified HUB)</u>
HUB Expires	20-SEP-2023

CMBL/HUB Vendor Detail	
HUB Eligibility	<u>WO (American Woman)</u>
HUB Gender	<u>E</u>
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25