



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

Invitation for Bids

for

Fire Alarm services for El Paso Psychiatric Center

IFB No. 0000229120_02

NIGP Class/Item No(s): 990-42 Fire alarm and safety services including installation of equipment.

Procurement Schedule - All Times are Central Time Reference Section 2 for further information	
Solicitation Date	August 24th, 2023
Questions or Clarifications Submission Deadline	August 28th, 2023 by noon
Responses to Questions or Clarifications	August 28th, 2023
Response Deadline	August 29 th , 2023, 10:30 AM
Anticipated Contract Start Date	September 1 st , 2023

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1 Introduction and Purpose of Solicitation

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

HHSC PCS is seeking competitive bids to establish Contract(s) for Fire Alarm services for El Paso Psychiatric Center.

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

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

1.1 No Guarantee of Volume, Usage or Compensation

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

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

1.2 Solicitation Components

This Solicitation includes the following items:

- Exhibit A – Contract Affirmations and HHS Uniform Terms and Conditions (UTCs)
- Exhibit B - Bid Execution Page
- Exhibit C - Pricing Sheet
- Exhibit D – Bidder Reference Form

2 Procurement Schedule

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

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

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

3 General Solicitation Information

3.1 Sole Point of Contact and Communications

The HHSC PCS Sole Point of Contact for inquiries concerning this Solicitation is:

Mike McKelvy; CTCD, CTCM

512-406-2579

Mike.McKelvy@HHS.Texas>Gov

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

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

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

3.2 Changes, Modifications and Cancellation

HHSC reserves the right to change, amend, or modify this Solicitation prior to the Response Deadline indicated in the Procurement Schedule (cover page of this Solicitation). Changes, amendments and modifications will be processed through one or more Addendum. The notification for any Addendum will be processed in accordance with Section 3.4.

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

3.3 Solicitation Questions or Clarifications

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

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

3.3.1 Submission of Questions or Clarifications

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

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

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

3.4 Notification of Addenda or Cancellation

Addenda for changes, modifications and answers to questions or requests for clarification, as well as subsequent Addenda with amended answers to questions or clarifications, will be released by e-mail to the CMBL vendors invited to participate in this Solicitation (and any non-CMBL vendors added by HHSC PCS). It is the responsibility of each Bidder to monitor its e-mails for Addenda affecting this Solicitation. Failure to check e-mail will in no way release any Bidder or awarded Contractor from the requirements in Addenda. No HHS Agency will be responsible or liable in any regard for the failure of any individual or entity to receive notification of any e-mail or for the failure of any Bidder or awarded Contractor to stay informed of all e-mails regarding this Solicitation. If the Bidder fails to monitor its e-mail for any changes or modifications to this Solicitation, such failure will not relieve the Bidder or awarded Contractor of its obligation to fulfill the requirements as released.

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

4 Scope of Work (SOW)

4.1 Scope of Services to be Performed

The required services to be provided are Fire Alarm services for El Paso Psychiatric Center.

- Description of service: Installation, Service and Repair of the following: fire sprinkler repair services, annual fire alarm inspection, badge reader, badge printer, magnetic lock, smoke detector, smoke dampers, fire alarm, security gate and other similar services on an as needed basis.
- Annual Fire Alarm Inspections:
 - Contractor shall test main fire alarm control panel, pull stations, smoke detectors, heat detectors horn strobes, water flow switches and tamper switches.
 - Each device shall be bar code scanned for testing verification.
 - Contractor shall provide sensitivity test on the approximately 615 smoke detectors in alternate inspection years.
 - Contractor shall provide agency with written report of results within one week to 10 days of completion. Report shall list date of inspection, list location of devices and equipment tested/inspected along with what the device is, bar code identification number, whether or not the device passed or failed and all information about the control unit. The report must include an executive summary listing any / all devices that failed in red lettering. Testing must comply with NFPA codes.
- Quarterly Fire Alarm Testing:
 - Contractor shall test fire alarm panels and batteries.
 - Contractor shall perform a visual inspection of pull stations, smoke detectors, heat detectors and horn strobes.
 - Contractor shall test water flow switches and tamper switches.
 - Contractor shall verify off premise monitoring.
 - Contractor shall provide agency with written report of results within one week to 10 days of completion. Report shall list date of inspection, list location of devices and equipment tested/inspected along with what the device is, bar code identification number, whether or not the device passed or failed and all information about the control unit. The report must include an executive summary listing any / all devices that failed in red lettering. Testing must comply with NFPA codes.
- Install, service, test and repair as needed the following:

- Badge reader, badge printer, magnetic locks, smoke detectors, smoke dampers and security gates.

4.1.1 Service Location(s)

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

a) Location(s) for Services

El Paso Psychiatric Center

4615 Alameda Avenue, El Paso, TX, 79905

HHSC Region # 10

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

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

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

4.1.2 Performance Schedule

Contractor shall perform contracted services, including any minor adjustment call-back services, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. (Central Time).

Contractor shall not interfere with normal flow of business at the service location.

Contractor shall respond to all service calls via phone, text or email within four (4) business hours of HHS Agency request, unless the Response Deadline is extended by the HHS Agency contract manager.

4.1.3 Outside Regular Hours

Any services performed outside of regular work hours will need to be approved by the Contract Manager and will be paid at the hourly rate stated in **Exhibit C - Pricing Sheet**.

HHSC reserves the right to declare any necessary work to be an emergency. Services performed by the Contractor outside of the regular service hours, without prior approval, will be at Contractor's own risk and not considered or approved for payment at other than the established regular hours service rate.

Unless otherwise requested by HHSC, Contractor shall respond to a request for emergency services within one (1) hour of notification and continue work until the services requested are complete to the satisfaction of HHSC.

4.1.4 State Holidays

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

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

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

4.1.5 Minimum Experience and Qualifications

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

Documentation of experience and qualifications must be submitted with Response.

- a) The Bidder shall have relevant experience required for the performance of the services as outlined in this Solicitation. The minimum experience required is five years.
- b) The Bidder's personnel to be assigned to perform the services must be fully trained and, at minimum, have five years relevant experience.
- c) Required Licensure and Accreditation
- d) All Contractor or Subcontractor personnel assigned to perform the services must be at least 18 years of age.
- e) The Bidder must provide a minimum of three (3) verifiable references for current or previous contracts of the same size and for similar or same services within the last five years. See **Exhibit - D Bidder Reference Form**.

4.1.6 Contractor Responsibilities

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

- a) The Contractor shall furnish all labor, tools, transportation, equipment, materials, and supplies, as necessary to perform the services and/or provide the goods, if applicable, as required.
- b) In submittal of inspection report, as-builts of new additions and fire alarms item locations.
- c) NFPA codes and standards, IFC, ISC and life safety codes.

The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract including, if applicable, workers'

compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

4.1.7 Training for Contractor Employees

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

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

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

4.1.8 Contractor Equipment

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

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

4.1.9 Background Check for Personnel

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

The Contractor shall be responsible for all background check expenses.

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

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

The background checks shall include, but not be limited to Social Security Number Verification.

Statewide criminal and sex offender records shall include, but not be limited to, all Texas counties and out-of-state counties based on the current and previous addresses of the key personnel for the last seven years.

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

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

5 Pricing Information

5.1 Pricing Structure

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

The pricing must be submitted only using **Exhibit 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.

6 Term of Service

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

Any Purchase Order resulting from this Solicitation will have a term beginning September 1st, 2023 through August 31st, 2024. No renewals.

6.1 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.

7 Contract Administration/Transactional Purchase Order Administration

7.1 Contract Manager/Program Lead

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

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

7.2 Services Performed

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

7.3 Contractor Response to Notification of Non-Material Deficiency

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

- a) Explains the reasons for the deficiency, the Contractor's plan to address or cure the deficiency, and when the deficiency will be cured; or
- b) If the Contractor disagrees with the HHS Agency's findings, the response must include the reasons why the findings are disputed.

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

7.4 Corrective Action Plan (The Plan)

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

The Plan must include, but is not limited to:

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

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

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

7.5 Performance Issues

The Contractor shall be required to correct all performance issues reported by the HHS Agency Contract Manager within 48 business hours. If requested by the HHS Agency, the Contractor shall provide a written report detailing the performance issue(s) and resolution. The HHS Agency's Contract Manager will report/discuss performance deficiencies with the Contractor and seek to achieve resolution of the issues.

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

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

7.6 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 considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on 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](http://www.texasattorneygeneral.gov), visit the attorney general's website at <http://www.texasattorneygeneral.gov>.

8 Invoicing and Payment

8.1 Bill-to Address

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

8.2 Invoice Information

Invoices submitted to the HHS agency must reflect the Contract or Purchase Order number 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

- a) 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.
- b) The HHS Agency must receive products included on an invoice prior to approving the invoice for payment.

- c) Any additional expenses incurred by the Contractor are the responsibility of the Contractor and will not be paid by the HHS Agency.
- d) The HHS Agency will not pay any per diem, travel, hotel, equipment, phone calls, paper, reproduction services, office space, or other incidental expenses related to performing the services required by the Contract.

8.4 Invoice Submission

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

8.5 Disputed Invoice(s)

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

9 Evaluation

The Pricing Sheet, **Exhibit 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.

APPENDIX A – SUBMISSION INSTRUCTIONS AND RESPONSE CHECKLIST

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

SUBMISSION INSTRUCTIONS

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

1. E-Mail Submission

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

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

Responses sent by e-mail must be sent to: pcsbids@hhsc.state.tx.us.

a) E-mail Subject Line

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

b) Body of E-mail

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

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

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

c) Additional Information Regarding Electronic Submission by E-Mail

All documents should be submitted in Microsoft Office® formats (Word® and Excel®, as applicable) or in a form that may be read by Microsoft Office® software. Any documents with signatures shall be submitted as an Adobe® portable document format (.pdf) file.

HHSC is not responsible for documents that cannot be read or converted. Unreadable Responses may be, in HHSC's sole discretion, rejected as nonresponsive.

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

2.

RESPONSE CHECKLIST

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.

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

EXHIBIT B – BID EXECUTION PAGE

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

Solicitation No.:	Solicitation Post Date:	Response Due Date:	Response Due Time:
0000229120_02	August 24th, 2023	August 29 th , 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:

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

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

Name of Business: [REDACTED]

Street Address: [REDACTED]

City-State-Zip Code: [REDACTED]

Telephone Number: [REDACTED]

Fax Number: [REDACTED]

E-Mail Address: [REDACTED]

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in Tex. Gov't Code § 2155.444(c)(2)

EXHIBIT C – PRICING SHEET

Line Item	NIGP Class/Item	Description	Qty	UOM	Unit Price
1	990-42	Can you perform the services as described in section 4 Scope of Work (SOW)?	1	Y/N	
2		What is your hourly rate for the services as described in section 4 Scope of Work (SOW)?	1	\$/Hr	
3		What is your hourly rate for the services as described in section 4 Scope of Work (SOW) during outside regular hours?	1	\$/Hr	
4		What is your percent mark up above cost for parts?	1	\$\$	
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

EXHIBIT D – BIDDER REFERENCE FORM

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

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

1. Business Name:

Point-of-Contact Name and Title:

Address (City, State, Zip):

Phone:

Email address:

Services Performed as Prime Contractor or as Subcontractor?

[Prime Contractor] or [Subcontractor]

Description and Dates of Services Provided:

2. Business Name:

Point-of-Contact Name and Title:

Address (City, State, Zip):

Phone:

Email address:

Services Performed as Prime Contractor or as Subcontractor?

[Prime Contractor] or [Subcontractor]

Description and Dates of Services Provided:

3. Business Name:

Point-of-Contact Name and Title:

Address (City, State, Zip):

Phone:

Email address:

Services Performed as Prime Contractor or as Subcontractor?

[Prime Contractor] or [Subcontractor]

Description and Dates of Services Provided: