



# TEXAS Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ON BEHALF OF

HHSC

Invitation for Bids (IFB)  
for  
Water Chemical

Informal IFB No. 231235

NIGP Class/Item No(s): 885/94

<b>Procurement Schedule - All Times are Central Time</b> <b>Reference Section 2 for further information</b>	
<b>Solicitation Date</b>	08/25/2023
<b>Questions or Clarifications Submission Deadline</b>	08/28/2023
<b>Response Deadline</b>	08/29/2023   10:30 AM
<b>Anticipated Contract Start Date</b>	09/01/2023

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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 on behalf of the HHSC to establish Contract(s) for Water Chemical. 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:

- 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: Richard Vasquez

Phone Number: 512-639-7327

Email: Richard.vasqueziii@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)

### 4.1 Specifications

Water Chemical, 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 FY24 Blanket Purchase Order 09/01/2023 through 08/31/2024.

## 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

**EXHIBIT B – BID EXECUTION PAGE**

<b>TEXAS HEALTH AND HUMAN SERVICES COMMISSION</b>			
<b>Solicitation No.:</b>	<b>Solicitation Post Date:</b>	<b>Response Due Date:</b>	<b>Response Due Time:</b>
231235	08/25/2023	08/29/2023	<b>10:30 A.M.</b>

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 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	885/94	Formula 1100, 55 gal.	3	Ea	
2	885/94	Formula 159, 30 gal	2	Ea	
3	885/94	Formula 12L, 30 gal	2	Ea	
4	885/94	Formula 44, 30 gal	1	Ea	
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
		<b>TOTAL</b>			

