



**HHS Procurement and Contracting Services
PART A SOLICITATION DOCUMENT**

Check one: <input checked="" type="checkbox"/> Invitation for Bid (IFB) <input type="checkbox"/> Request for Offer (RFO) <input type="checkbox"/> Request for Qualifications (RFQ) Check one: <input checked="" type="checkbox"/> Formal <input type="checkbox"/> Informal			
Solicitation No.:	Solicitation Post Date:	Response Due Date:	Response Due Time:
HHS0003594	See Price Sheet	See Price Sheet	2:00 PM
Responses Must be e-mailed to pcsbids@hhsc.state.tx.us Faxed responses will not be accepted.			
Contact Information: Buyer: Lori Ashworth Telephone: 512-406-2462 E-mail: lori.ashworth@hhsc.state.tx.us		E-mail Response to: pcsbids@hhsc.state.tx.us	Goods/services delivery location: Mexia State Supported Living Center 424 Mesquite Dr Mexia, TX 76667
Source of Authority:	<input checked="" type="checkbox"/> CPA/TPASS	<input type="checkbox"/> DIR	<input type="checkbox"/> Other:

<p>By signing this document, respondent certifies that prices shown on this quote are true and correct. Should this bid/offer result in a Purchase Order, respondent agrees to comply with all "Terms and Conditions," which are attached and incorporated into this document. Check below if preference claimed under Texas Administrative Code (TAC), Title 34, Part 1, Rule 20.38:</p> <ul style="list-style-type: none"> i. Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran ii. Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran iii. Agricultural products grown in Texas iv. Agricultural products offered by a Texas bidder v. Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran vi. Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran vii. Texas Vegetation Native to the Region viii. USA produced supplies, materials or equipment ix. Products of persons with mental or physical disabilities <ul style="list-style-type: none"> x. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel xi. Energy Efficient Products xii. Rubberized asphalt paving material xiii. Recycled motor oil and lubricants xiv. Products produced at facilities located on formerly contaminated property 	<p>VENDOR / RESPONDENT MUST COMPLETE ALL ITEMS</p> <p align="center">_____</p> <p align="center">Signature of Vendor or Authorized Representative</p> <p align="center">_____</p> <p align="center">Print Name</p> <p align="center">(Must be manually signed; failure to sign will disqualify response.)</p> <p>Texas Vendor Identification No. (or Federal Employer's ID):</p> <p align="center">_____</p> <p>Name of Business _____</p> <p>Street Address _____</p> <p>City-State-Zip Code _____</p> <p>Telephone Number _____</p> <p>E-Mail Address _____</p> <p><small>*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 34 TAC Rule 20.32(68).</small></p>
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- xv. Products and services from economically depressed or blighted areas
- xvi. Vendors that meet or exceed air quality standards
- xvii. Recycled or Reused Computer Equipment of Other Manufacturers
- xviii. Foods of Higher Nutritional Value.

AWARD NOTICE: The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.

1. **INTRODUCTION AND PURPOSE OF SOLICITATION**

The Health and Human Services Commission (HHSC) Procurement and Contracting Services (PCS) on behalf of **Mexia State Supported Living Center is seeking services to establish a contract for annual maintenance and valve overhaul at its wastewater plant.**

The contract(s) issued as a result of this solicitation may be utilized by one or all of the Texas Health and Human Services (HHS) agencies listed below:

- i. Health and Human Services Commission (HHSC)
- ii. Department of Family and Protective Services (DFPS)
- iii. Department of State Health Services (DSHS)

HHSC/PCS will issue an individual purchase orders, contracts, or releases for each HHS agency, region, city, or location requiring goods/services under the contract(s). Each order will include the delivery/service location and bill to address for the HHS agency requesting goods/services.

2. **AGENCY OVERVIEW**

The Health and Human Services Commission (HHSC) was created in 1991 to oversee and coordinate the planning and delivery of health and human services in Texas. It is established pursuant to [Chapter 531, Texas Government Code](#) and is responsible for oversight of Texas Health and Human Services agencies (HHS agencies). As a result of the consolidation due to [House Bill 2292 \(HB2292\)](#), some of the contracting and procurement activities for HHS agencies have been assigned to the Procurement and Contracting Services (PCS) section of HHSC. As such, PCS will administer the initial stages of the procurement process, prior to the contract award, including solicitation announcement and publication, handling of communications from the respondent, as well as managing the receipt and evaluation of valid responses for final review and evaluation. PCS directs the execution of the award of the contract resulting from this solicitation.

3. **DEFINITIONS**

- i. Appendix -- Additional information and/or forms that is available in the back of this solicitation document.
- ii. Contract -- A written document referring to promises or agreement for which the law establishes enforceable duties and remedies between a minimum of two parties.
- iii. Contract Term -- The period of time during which the contract will be effective from begin date to end, or renewal date. The contract term may or may not be the same as the budget period.
- iv. Debarment -- An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code, §20.105 et seq., and the System for Award Management (SAM).
- v. Deliverables -- Goods or services contracted for delivery or performance.
- vi. Due Date -- Established deadline for submission of a document or deliverable.
- vii. Effective Date -- The date the contract term begins.
- viii. Respondent -- Entity or individual that submits a response to a solicitation.
- ix. Scope of Work -- A statement that defines specific services to be performed.
- x. Solicitation -- The process of notifying prospective contractors of an opportunity to provide goods or services to the state.
- xi. Subcontractor -- An entity hired by an awarded contractor to perform a portion of the scope of work by the entity contracting with an HHS agency as a result of this solicitation. The contractor

remains entirely responsible for performance of all requirements of the contract through monitoring the subcontractor's performance.

- xii. Unit Rate -- Payment mechanism for services that are paid at a set rate per unit of service; for example, plumbing repair services at a prescribed rate per hour.
- xiii. Vendor -- A contractor that provides goods and services that are typically procured through the open market.
- xiv. Vendor Identification Number (Vendor ID No.) -- Fourteen-digit number needed for any entity to contract with the State of Texas and which must be set up with the State Comptroller's Office. It consists of a ten-digit Vendor ID No. (IRS number, state agency number, or social security number) +check digit + 3 digit mail code.
- xv. Work Plan -- A plan that describes how services will be delivered and includes specifics such as what types of services will be provided, who will be responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. The work plan will be part of the contract.

4. INSTRUCTIONS TO RESPONDENTS

Before submitting a response to this solicitation, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an awarded contractor of his/her contractual obligations.

Failure to comply with this section may result in disqualification of the response.

Responses to this solicitation will be received until the date and time shown above. Incomplete or late responses will not be considered.

Responses to this solicitation may be submitted in original hard copy to the address below. An authorized officer of the respondent must manually sign submittal.

Original hard copy responses must:

- i. Be enclosed in sealed envelope(s) or sealed carton(s). Include the solicitation number, time, date of opening and title of the solicitation on the face of sealed envelope(s) or sealed carton(s).
- ii. Include the respondent's name, address and telephone number on the face of all sealed envelope(s) or sealed carton(s).

The physical address for hand delivery only is:

Texas Health and Human Services Commission
Procurement and Contracting Services
Attn: Response Coordinator
1100 W 49th St. MC: 2020
Procurement and Contracting Services Building
Austin, TX 78756

- 4.1. Fax responses will not be accepted. HHSC/PCS will not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete or otherwise non-responsive submissions will not be considered.
- 4.2. Response must include all required information/documents for this specification, but may contain additional information considered pertinent by respondent. HHSC/PCS reserves the right to reject any or all responses. All responses become property of HHSC/ PCS.

Respondent must provide the following contact information for the submitted response:

Respondent Contact Person:
Respondent Contact Phone Number:
Respondent Contact Fax Number:

5. **QUESTIONS**

The sole point of contact for inquiries concerning this solicitation is:

Purchaser's Name: Lori Ashworth
HHSC/ PCS
Tel: 512-406-2462
Email address: lori.ashworth@hhsc.state.tx.us

- 5.1. Direct all communications relating to this solicitation to the HHSC/PCS contact person named above. All other communications between a respondent and HHS agency staff concerning this solicitation are prohibited. In no instance is a respondent to discuss cost information contained in a response with the HHSC/ PCS point of contact or any other staff prior to response evaluation. **Failure to comply with these requirements may result in response disqualification.**

6. **PCS AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS SOLICITATION**

PCS will post all official communication regarding this solicitation on the ESD website, including the notice of award for solicitations exceeding \$25,000. PCS reserves the right to revise the solicitation at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addendum issued by PCS on the ESD website. Respondents should check the website frequently for notice of matters affecting the solicitation.

7. **ESTIMATED QUANTITIES**

- 7.1. Neither PCS nor any HHS agency guarantees the acquisition of any quantities of goods or services during the term of the contract. "Quantity" information is provided only as a guideline for preparing the response. The quantity information should not be construed as representing anticipated or actual quantities that will be ordered.
- 7.2. PCS does not guarantee the use of the blanket contract or the award of services for any facility or office. HHSC reserves the right to resolicit some or all of the facilities or office locations if PCS determines that it is in the best interest for the state.

8. **METHOD AND TERMS FOR ORDERING**

- 8.1. Release orders: for these services will be issued by PCS on an as needed basis or may be requested (call out) by the Contract Manager as needed if indicated in the solicitation.
- 8.2. Effective dates of Release orders: The vendor shall honor all release orders that are prepared, dated and approved by PCS prior to the conclusion of each contract period and/or the date of expiration of the blanket order. The contractor will be obligated to fill these orders if received by the contractor within a period of fifteen (15) days following the end of each period.

9. **SCOPE OF WORK (SOW) TO BE PERFORMED**

- 9.1. Overview. FY19 BLANKET. Scheduled and emergency service call, 1 each, and overhaul of 2 valves per year. Date of Award to 08-31-19.
- 9.2. 2 annual service calls: 1 scheduled, 1 emergency. Includes travel and labor only.
- 9.3. 2 valves shall be rebuilt annually. All other valves shall be inspected, and any issues shall be reported to the facility.

- 9.4. Pricing for overhauled valves shall be broken into 2 separate line items: Price for labor, rubber goods, tubing, upgrades and adjustments (per valve); Price for solenoids, strainers, stems and O-rings (per valve).

10. HOURS AND DAYS SERVICES ARE TO BE PERFORMED

- 10.1. Services are to be performed between the hours of 8:00 A.M. and 5 P.M. Any minor adjustment call back services will be performed during regular hours. Awarded contractor is responsible for not interfering with normal flow of business.
- 10.2. 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 hourly rate stated in Price Sheet.
- 10.3. The awarded contractor must provide a 24-hour contact number and name in case of any urgent issue that may arise. Awarded contractor or a representative of awarded contractor's company must be available at all times.

Provide name(s) and number(s) below:

Respondent Representative	Phone Number	Cell Number
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11. TERM OF CONTRACT

- 11.1. Initial Contract Term: The initial term of Contract is Date of Award - 08/31/2019, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.
- 11.2. Optional renewal periods: The following optional renewal periods are available, provided the required Contract Renewal form is signed by the contractor and PCS purchaser prior to contract expiration each year.
 - 09-01-2019 to 08-31-2020
 - 09-01-2020 to 08-31-2021
 - 09-01-2021 to 08-31-2022
 - 09-01-2022 to 08-31-2023
- 11.3. During the contract period, the HHS agency may add space to an office, relocate offices, close offices, consolidate multiple offices into a single location, or expand from a single location into multiple offices. The HHS agency will attempt to provide awarded Contractor(s) with at least 30 days' notice of new address in the event of office relocation. HHSC reserves the right, in its sole discretion, to add or delete space and or service locations during the period covered by any resulting contract(s) at the same rate. Any new service locations added to this contract will be in close proximity to existing office locations (within 50 mile radius of existing location), or in the same HHSC region.
- 11.4. Emergency Option to Extend Services: The Contractor by submission of a response to this solicitation agrees that the PCS/HHSC may require continued performance, beyond the initial term or renewal contract term, of any of the herein described services at the rates specified herein. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed one hundred twenty (120) calendar days. Such extension of services shall be subject to all specifications and terms and conditions of the contract resulting from this procurement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. The PCS/HHSC may exercise this option upon written notice to the awarded contractor.

12. CONTRACTOR'S RESPONSIBILITIES

- 12.1. 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 purchase order including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.
- 12.2. The Contractor will be responsible for verifying that all employees will be in compliance with all requirements of the Immigration Reform and Control Act of 1986, Public Law 99-603, which became effective November 6, 1986.
- 12.3. The Contractor shall provide all labor and equipment necessary to perform/accomplish the service. All employees of the Contractor shall be a minimum of 18 years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children or other relatives of the Contractor's employees will be allowed on state property during working hours.
- 12.4. The awarded contractor will be responsible for all employment taxes and other payroll withholding for their employees.
- 12.5. The Contractor shall be responsible for damage to the HHS agency's equipment, and/or the workplace and its contents by its works, its negligence in work, its personnel, or its equipment. The Contractor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for an HHS agency.
- 12.6. The Contractor shall have local telephone service. The use of a recording/answering device, or an answering service, is not acceptable except for after normal business hours. Normal business hours are considered to be between 8:00 AM and 5:00 PM Monday through Friday, unless otherwise stated in the solicitation. An emergency 24-hour response number must be provided to allow immediate contact of the Contractor.
- 12.7. The contractor shall have available, under its direct employment and supervision, necessary organization and facilities to properly fulfill services required under the resulting contract and only personnel trained in completing the services shall be employed under and for this contract.

13. PERSONNEL QUALIFICATIONS

Documentation of qualifications will be provided to PCS or the HHS agency upon request.

14. PERSONNEL REQUIREMENTS/CONDUCT

- 14.1. The Contractor and contractor employees shall not use state equipment including but not limited to (computers, telephones, facsimiles, copiers, printers, calculators, typewriters), except for phone use in cases of emergency and/or to respond to work requests from the HHS agency. Misuse of this equipment may result in termination of the contract.
- 14.2. The Contractor shall have competent supervisors at the work location at all times that services are being rendered. All supervisors must be able to communicate fluently in English. The supervisor shall be knowledgeable of the specifications of the contract, and shall personally inspect the work to ensure that uniform first class workmanship is continually maintained.
- 14.3. Intoxicants and Illegal Drugs: The use of any kind of intoxicants or illegal drugs while on duty by the Contractor's employees may result in termination of the contract by the HHS agency. Contractor's employees shall not bring intoxicants or illegal drugs onto state property.
- 14.4. Quality and Job Progress: The Contractor shall maintain continuous awareness of the quality and completeness of the work performed/accomplished by his/her employees by personal inspection of the premises. The contractor may be required to inspect the job location/building with the contract administrator or designee.
- 14.5. The Contractor shall provide trained qualified personnel to perform/accomplish the work in accordance with the contract documents.

- 14.6. Absenteeism and Vacation: The Contractor shall provide substitutes for any workers not present for work. The Contractor shall provide relief personnel as necessary and/or work overtime at no cost to HHS agency to ensure that the requirements of this contract are performed/accomplished as required.
- 14.7. It is understood and agreed by the HHS agency and the Contractor that the Contractor is retained as an independent contractor and in no event shall any employee hired by the Contractor be considered an employee of the state.
- 14.8. The Contractor shall provide each employee used in the performance of work under the contract with adequate training to perform/accomplish the work competently as defined in the specifications.
- 14.9. Smoking: All facilities are nonsmoking buildings. **CONTRACTOR'S EMPLOYEES ARE PROHIBITED FROM SMOKING IN ALL NON- DESIGNATED AREAS.**
- 14.10. **BACKGROUND CHECK:** The awarded Contractor will conduct statewide DPS criminal and sex offender background checks on all the Contractor's permanent and temporary personnel and subcontractors scheduled to work on services under this contract prior to award. Supporting documentation confirming the completion of these comprehensive background checks may be subject to review upon request by the HHS agency. Failure to produce the requested documentation may be cause for cancellation of the purchase order. Any expense associated with the background checks will be borne by the Contractor. Complete background checks will be required before any contract employee begins work at a state building or on state property and may be requested any time thereafter. An independent third-party company must accomplish background checks and must include the following at a minimum. The background checks shall include, but not be limited to, the following:
- 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 applicant for the last seven years.
 - Personnel with sex offender, child or adult abuse, or fraud offenses, shall not be allowed to work on this project and shall not be allowed access to the HHS agency offices, facilities, or documents. Personnel with misdemeanor offenses must receive prior approval by the HHS agency before being allowed to work under this contract.
- 14.11. When on state property, employees are required to wear uniforms and identifying badges at all times. Uniforms may be simple "company T-shirts" or smocks -- or other approved apparel. All employees must wear clean/presentable pants (no shorts). Company uniform shirts/smocks must be all of one uniform/consistent color or design. Managers/Supervisors may wear a distinguishing style of uniform, but should strive to maintain a company "standard color" to aid in identification. All contract personnel must prominently display their company identification cards - at all times.

15. CONTRACTOR'S PERSONAL CONDUCT:

- 15.1. While performing the services, contractor's and sub-contractor's personnel must comply with applicable state rules, regulations, and HHS agency's requests regarding personal and professional conduct applicable to the service locations; and otherwise conduct themselves in a businesslike and professional manner. If the HHS agency determines in good faith that a particular employee or sub-contractor's employee is not conducting himself or herself in accordance with this Section, the HHS agency may provide awarded contractor with notice and documentation concerning such conduct. Upon receipt of such notice, contractor must promptly investigate the matter and take appropriate action that may include:
- i. Removing the employee from the project;
 - ii. Providing HHS agency with written notice of such removal; and
 - iii. Replacing the employee with a similarly qualified individual in a period acceptable to HHS agency.
- 15.2. Nothing in the Agreement will prevent contractor, at the request of HHS agency, from replacing any personnel who are not adequately performing their assigned responsibilities or who, in the reasonable opinion of HHS agency staff, after consultation with contractor, are unable to work effectively with the

members of the HHS agency's staff. In such event, awarded contractor will provide replacement personnel with equal or greater skills and qualifications as soon as reasonably practicable. Replacement of key personnel will be subject to the HHS agency review and approval. The parties will work together in the event of any such required replacement so as not to disrupt the overall project schedule.

- 15.3. The awarded contractor agrees that anyone employed by awarded contractor to fulfill the terms of the agreement is an employee of contractor and remains under contractor's sole direction and control.
- 15.4. The HHS agency may request the Contractor to remove any employee for cause, including but not limited to: poor or unacceptable performance of work, theft, abusive language or behavior, improper attire, in accordance with the terms and conditions of the contract. Occurrences of this type may be cause for termination of the contract.

16. FORMER EMPLOYEES OF A STATE AGENCY:

- 16.1. Respondents must comply with Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., [Texas Government Code §572.054](#) and [45 C.F.R. §74.43](#)). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.
- 16.2. As a result of such laws and regulations, a respondent must certify that it has complied with all applicable laws and regulations regarding former state employees by signing this solicitation. Furthermore, a respondent must disclose any relevant past state employment of the respondent's or its subcontractors' employees and agents.

17. CONTRACTOR'S PERFORMANCE:

- 17.1. All work performed under this contract shall be in accordance with this contract, local codes and ordinances and any other authority having lawful jurisdiction. It is important that the contractor performs all duties as stated. Failure to do so may result in cancellation of the contract.
- 17.2. Quality Assurance: The HHS agency shall periodically communicate with the awarded contractor via telephone, email, and on site visits to address questions, concerns or progress.
- 17.3. All services and deliverables must meet or exceed the required levels of performance specified in this solicitation.
- 17.4. Contractor will perform services in a skillful manner, in accordance with best practices and high professional standards used in well-managed operations performing services similar to the services described in this solicitation.
- 17.5. Within forty-eight (48) business hours, all performance issues reported to the awarded contractor shall be corrected. 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 with the contractor. The HHS agency contract manager will report the following compliance issues to HHSC/PCS for resolution.
- 17.6. Failure to reach agreement on corrective action.
- 17.7. Failure to perform in accordance with corrective action plan.
- 17.8. Numerous, repeated violations of this contract and corrective action plan(s).
- 17.9. The HHS agency contract administrator and/or PCS may utilize a Comptroller of Public Accounts (CPA) Vendor Performance Form to report awarded contractor's performance to HHSC Procurement and Contracting Services (PCS) staff. PCS staff may report the contractor's performance to the Texas Comptroller of Public Accounts-Vendor Performance Section.

17.10. Respondent warrants that deliverables developed and delivered under this agreement will meet the specifications as described in the agreement during the period following its acceptance by the HHS agency, through the term of the agreement, including any extensions and/or renewals as provided in the agreement, which is subsequently exercised by HHSC/PCS. Awarded contractor will promptly repair or replace any such deliverables not in compliance with this warranty at no charge to the HHS agency.

18. REMEDIES AND DISPUTES

- 18.1. Respondent agrees and understands that HHS agency may pursue tailored contractual remedies for noncompliance with the agreement. At any time and at its discretion, HHS agency may impose or pursue one or more remedies for each item of noncompliance and will determine remedies on a case-by-case basis. HHS agency's pursuit or non-pursuit of a tailored remedy does not constitute a waiver of any other remedy that HHS agency may have at law or equity.
- 18.2. The HHS agency will notify respondent in writing of specific areas of awarded contractor performance that fail to meet performance expectations, standards, or schedules, but that, in the determination of HHS agency, do not result in a material deficiency or delay in the implementation or operation of the services.
- 18.3. Awarded contractor will, within three (3) business days (or another date approved by HHS agency) of receipt of written notice of a non-material deficiency, provide the HHS agency requestor a written response that:
- i. Explains the reasons for the deficiency, awarded contractor's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured; or
 - ii. If awarded contractor disagrees with the HHS agency's findings, its reasons for disagreeing with the findings.
- 18.4. The awarded contractor's noncompliance may result in delayed payment or non-payment as determined by HHS agency.
- 18.5. At its discretion, the HHS agency may require contractor to submit a detailed written plan (the "Corrective Action Plan") to correct or resolve an issue, deficiency, or a breach of this Agreement.
- i. A detailed explanation of the reasons for the cited deficiency;
 - ii. Awarded contractor's assessment or diagnosis of the cause; and
 - iii. A specific proposal to cure or resolve the deficiency.
- 18.6. The Corrective Action Plan must be submitted by the deadline set forth in HHS agency's request for a Corrective Action Plan. The Corrective Action Plan is subject to approval by HHS agency, which will not unreasonably be withheld.

19. REFERENCES

Respondents must submit with response a list of business references (minimum 3) for which they have provided similar services for in the last two years. Respondent's references should include at a minimum the company name, company point-of-contact, phone number, address, city, state, zip code and description of services provided, including language(s) interpreted (see attachment "Reference's). Failure to submit required list of references may cause response to be disqualified. HHSC/PCS may contact any or all references prior to an award. Any negative response may result in disqualification of the vendor's submittal.

20. INVOICING AND PAYMENT

- 20.1. HHSC/PCS will issue an individual purchase order for the HHS agency requiring services under the contract issued in accordance with this solicitation. Each purchase order will include the appropriate bill to address for the HHS agency requesting services.
- 20.2. Invoices submitted to the HHS agency must reflect the purchase order number as shown on the purchase order, and must specify in detail the work completed for which payment is due. Invoices are to be submitted to the address specified on the individual HHS agency purchase order.

- 20.3. Payment for services will be made by the HHS ordering agency in accordance with the Price Sheet.
- 20.4. Contractor must submit Invoices on a monthly basis or as otherwise indicated on the purchase order. Separate invoices must be submitted for each service location.
- 20.5. Failure to submit required information may result in delay of payment or return of invoice.
- 20.6. No payment will be made under the contract until and unless the HHS agency approves the services performed.
- 20.7. Prices shown on Event Details form are all inclusive and no other charges are authorized. It is the responsibility of the awarded contractor to pay for any expenses incurred. 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 as advertised.
- 20.8. If the HHS agency disputes payment of all or any portion of an invoice from the awarded contractor, the HHS agency will notify the awarded contractor of such dispute and both parties will attempt in good faith to resolve the dispute. The HHS agency shall not be required to pay any disputed portion of an awarded contractor's invoice. Notwithstanding any such dispute, the awarded contractor must continue to perform the services and produce deliverables in compliance with the terms of this agreement pending resolution of such dispute so long as all undisputed amounts continue to be paid to the awarded contractor.

21. INSURANCE

- 21.1. Awarded contractor shall carry insurance in the following types and amounts for the duration of the contract (or the minimum limit specific by State of Texas statute, whichever is highest), and shall furnish Certificates of Insurance within (10) calendar days from the receipt of notice award. State or other applicable entities, in lieu of the above, may submit a letter stating that they are self-insuring in the amounts required.
 - i. Statutory Worker's Compensation and Employer's Liability with minimum of \$100,000.00.
 - ii. Comprehensive General Liability Insurance with minimum Bodily Injury limits of \$ 500,000.00 for each occurrence, and Property Damage limits \$500,000.00 for each occurrence to include Premises-Operations, Broad Form Property Damage, Personal Injury and Contractual Liability Coverage.
 - iii. If the insurance policies are not written for the amount specified above, the Awarded contractor is requires to carry an Excess Insurance policy for any difference in the amount specified. Awarded contractor shall be responsible for any deductible amounts stated in the policies.
 - iv. If the service specified requires the awarded contractor to use an automobile, the awarded contractor shall carry Automobile Liability insurance for all owned, non-owned, and hired vehicles with minimum limits for bodily Injury \$250,000.00 for each person and \$500,000.00 for each occurrence, and Property Damage limits of \$250,000.00 for each occurrence.
- 21.2. Property Damage: AWARDED CONTRACTOR will protect the HHS agency's real and personal property from damage arising from awarded contractor its agent's, employees' and sub-awarded contractor's performance of the Agreement. The awarded contractor will be responsible for any loss, destruction, or damage to the HHS agency's property that results from or is caused by Awarded contractor, its agents', employees' or sub-contractor's negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of the HHS agency, awarded contractor will notify the HHS agency contract manager or other designated staff. Subject to direction from PCS or the HHS agency's contractor manager or her or his designee, will take all reasonable steps to protect that property from further damage.

22. MINOR INFORMALITY OR WITHDRAWAL OF RESPONSE

- 22.1. Responses may be withdrawn from consideration at any time prior to the response submission deadline. A written request for withdrawal must be made to the HHSC Point of Contact. A respondent has the right to amend its response at any time and to any degree by written notice of changes or corrections in a sealed letter or carton to the Response Coordinator prior to the response submission deadline. HHSC reserves the right to waive minor informalities in a response and award a contract that is in the best interests of the State of Texas. A minor informality may include, but is not limited to, a minor irregularity or error such as a clerical error in the production of copies of the response. When HHSC determines that a response contains a minor informality, HHSC shall notify the respondent of the irregularity or error and shall provide the respondent the opportunity to correct.

23. EVALUATION

- 23.1. Any negative result concerning submission information, references or forms may cause response to be disqualified.
- 23.2. In review of responses to determine the best value for the State, PCS may consider information related to past contract performance/results of a Respondent including, but not limited to: CPA's [Vendor Performance Tracking System](#).
- 23.3. All responses will be evaluated in a standard manner and will be rated according to the following criteria:

COST OF SERVICES SPECIFIED IN SOLICITATION

Costs of services are significant in the overall evaluation of the responses. However, PCS/HHSC is not obligated to select the lowest cost response. The award will be made to the vendor whose response is most advantageous to the HHS agencies, cost and other factors considered.

EXPERIENCE AND PERFORMANCE RECORD

PCS reserves the right to consider respondents experience with this agency or contact individuals or businesses, whether private or governmental, which might have information bearing on the performance record of respondents.

Respondents must provide three (3) customer references for which a contract was entered into to perform similar or same work as detailed in this solicitation. Each reference should provide information on experience of at least a two-year period. These references must be submitted with the response.

CAPABILITIES

Review will be based upon your response to this solicitation, overall experience, and vendor's capabilities with particular emphasis on the degree of supervision and number of employees that will be provided to perform this contract.

24. PRICING

Respondents must propose their pricing based on the specifications in this solicitation. Respondents must indicate their pricing in the format on the attached Price Sheet. The HHS agency is not responsible for any ancillary costs and will not be responsible for any additional expenses incurred by the respondent that are not represented in the respondent's pricing.

25. AWARD

- 25.1. HHSC/PCS reserves the right to make an award on the basis of a low line item, low total (group or groups) or in any other combination, to the lowest respondent meeting or exceeding all advertised specifications, performance requirements, and terms and conditions, that will best serve the interests of the State. HHSC/PCS shall be sole judge of "the best interest of the state".
- 25.2. A contract award or awards shall be made to the highest-ranked respondent(s) after PCS is satisfied that the respondent has met stipulations contained in this solicitation, and that the vendor can perform per

specifications, terms and conditions. HHSC/PCS may also opt not to issue an award with regard to this solicitation. During the life of this contract PCS reserves the right to solicit for services that would normally be performed/accomplished using this contract if it deems that by doing so would be in the best interest of the state.

26. INSTRUCTIONS FOR SUBMITTING RESPONSES

Number of Copies:

Submit one (1) original of copy of the response. An authorized representative must sign the original in ink. In addition, submit one electronic copy of the response on a portable media, such as a compact disk, compatible with Microsoft Office 2000. Any disparities between the contents of the original printed response and the electronic response will be interpreted in favor of HHSC.

27. RESPONSE SUBMISSION:

Submit the following with the response. Failure by the respondent to submit the documentation listed below may disqualify the respondent from further consideration.

Section 1: Signed Solicitation form:

- i. Original, signed, dated, and completed solicitation form.
- ii. All addendums (if issued)

Section 2: Respondent's Background and Experience

In this section detail the respondent's corporate background and experience. If the respondent proposes to use subcontractor(s), it must describe any existing or ongoing relationships with the subcontractor(s), including project descriptions. Describe the respondent's corporate background as it relates to projects similar in scope and complexity to the project described in this solicitation. This section must include information regarding the years the respondent has been in business under the same name completing the same or similar services.

Section 3: Capabilities:

In this section, detail the respondent's approach and ability to meet the service requirements as specified in the solicitation. Include organization chart, project management activities, number of staff, with particular emphasis on the degree of supervision and number of employees that will be provided to perform this contract. Include a description of current business activities and if the response includes the use of subcontractors, include a similar description of each subcontractor's capabilities. The respondent may add any other information that demonstrates their capability to perform under this contract.

Section 4: Attachments:

In this section, include all required attachments.

- i. Reference form (Appendix B)

28. PROTEST PROCEDURES

[Texas Administrative Code, Title 1, Part 15, Chapter 391, Subchapter D](#) outlines HHSC's respondent protest procedures.

29. CONTRACT ADMINISTRATION:

Administration of the contract is a joint responsibility of the HHS agency Contract Administrator and PCS. Any proposed changes to work to be performed, whether initiated by the HHS agency or the awarded contractor, must receive final written approval in the form of a Purchase Order Change Notice signed by the authorized PCS purchasing agent.

- i. Upon issuance of purchase order, PCS will designate an individual who will serve as the Contract Manager, if necessary, and point of contact between the agency and the vendor. The Contract Manager does not have any express or implied authority to vary the terms of the purchase order, amend the purchase order in any way or waive strict performance of the terms or conditions of the purchase order. This individual's contract management and contract administration responsibilities include, but are not limited to:
- ii. Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.
- iii. Managing the financial aspects of the contract including approval of payments.
- iv. Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.
- v. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
- vi. Other areas as identified by the Comptroller of Public Accounts Contract Management Guide, latest edition.

Appendix A -- RESPONDENT CHECKLIST FOR SUBMISSION OF RESPONSE

The following is checklist of certain required and requested items in this solicitation to assist the respondent in responding to this solicitation. Failure to submit required information may cause response to be disqualified.

Respondent should submit response in accordance with the instructions on the cover sheet. Response must be submitted in a sealed envelope referencing the following information in the lower left corner of the envelope: opening date & time, requisition number and respondent's name and address.

Respondent must sign and return the face (cover sheet) of the solicitation. Unsigned responses will not be considered under any circumstance.

Respondent shall complete Payee ID Number, full business name and address of Respondent on the face of the solicitation.

Respondent must read the solicitation thoroughly and understands that by signing the response the Respondent represents that they have read and understood the specifications as well as the Terms & Conditions.

Respondent must submit with response a list of business references on the "References" form attached. Failure to submit required list of references may cause response to be disqualified.

Respondent shall submit with response, the following completed forms and information. Failure to return form(s) may cause response to be disqualified.

- "Solicitation" Form with signature
- "Company information" as indicated above
- "Event Details" pricing sheet
- "Respondent Reference" Form

Appendix B -- Respondent Reference Form

Respondents must submit with response a list of business references (minimum 3) for which they have provided similar services for in the last two years. These references should demonstrate the respondent's ability to perform the Scope of Work described in the solicitation. Include contract dates and contact information (customer points of contact, address, telephone number and email address). The respondent must explain whether it performed the work as a prime contractor or subcontractor. If the respondent performed the work as a subcontractor, the respondent must describe the scope of subcontracted activities.

1. Business Name:

Point-of-Contact / Title:

Phone: Address/City/State:

Description of Service Provided

2. Business Name:

Point-of-Contact / Title:

Phone: Address/City/State:

Description of Service Provided

3. Business Name:

Point-of-Contact / Title:

Phone: Address/City/State:

Description of Service Provided

4. Business Name:

Point-of-Contact / Title:

Phone: Address/City/State:

Description of Service Provided

Event Details

Event ID	Format	Type	Round	Version
HHSTX-HHS0003594	Buy	RFx	1	2
Event Name				
Waste water plant annual maintenance and repairs				
Post Date		Due Date		
12/13/2018		12/27/2018		
Event Currency:		US Dollar		
Bids Allowed in Other Currency:		No		

Respondent: INTERNAL EVENT DETAILS

Bidder Name

Tin

Address

Phone

Fax

Email

Submit To: HHS Purchasing

See Part A for Submission Instructions

United States

Contact: Ashworth,Lori

Event Description

Waste water plant annual maintenance and repairs, Mexia State Supported Living Center (blanket order)

General Comments

- PCS PLEASE CONTACT JENNIFER DAVIS FOR QUESTIONS. **PLEASE HAVE VENDORS SEND INVOICES VIA EMAIL TO 718Accounting@hhsc.state.tx.us ** Vendor: Flowtech PO Box 1738 Mount Pleasant, TX 75456 Vendor Contact: Bill Johnson Vendor Phone: 800.283.9432 Vendor Cell: 903.563.0359 Vendor Email: h20works2@hotmail.com Lead Contact: Kelly Wilson Lead Contact Email: Kelly.wilson2@hhsc.state.tx.us Lead Contact Phone: 254.562.1310 Contract Manager: Jennifer Davis, CTCM Contract Manager Email: Jennifer.davis@hhsc.state.tx.us Contract Manager Phone: 254.562.1040 Warehouse: Please deliver to bldg. 622 Shipping Code: 6484 Billing Code: 6483 SCOR Division: 19 - State Operated Facilities Email PO to: Kelly.wilson2@hhsc.state.tx.us cindy.wadle@hhsc.state.tx.us Charles.henry@hhsc.state.tx.us Jennifer.davis@hhsc.state.tx.us Shannon.easterling@hhsc.state.tx.us Pamela.mcnutt@hhsc.state.tx.us

- Requesting a Blanket Purchase Order (PO) for Mexia SSLC Waste Water Plant for the annual maintenance, repair, and replacement to our domestic water Cla-Val's (waste water valves). The attached quote has an annual cost of \$7,900.00 which includes two service calls (1 scheduled/1 emergency), and two valve rebuilds (parts and labor). See quote for specifics. The term of the agreement is five years. FY19 Encumbered Amount: \$7,900.00 Total Contract Value Including Renewals: \$39,500.00 Term: 12.??2018 through 08.31.2019 with 4 renewals remaining

- E-mail Response to pcsbids@hhsc.state.tx.us

- The Event Details document includes two tabs at the bottom - all required information must be completed. The Solicitation Document must be signed.

Event Details

Event ID	Format	Type	Round	Version
HHSTX-HHS0003594	Buy	RFx	1	2
Event Name				
Waste water plant annual maintenance and repairs				
Post Date		Due Date		
12/13/2018		12/27/2018		
Event Currency:		US Dollar		
Bids Allowed in Other Currency:		No		

Respondent: INTERNAL EVENT DETAILS

Bidder Name

Tin

Address

Phone

Fax

Email

Submit To: HHS Purchasing

See Part A for Submission Instructions

United States

Contact: Ashworth,Lori

Line Details

Line: 1	NIGP Class Item: 89095	Expected Qty: 1	UOM: LOT		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Quantity:</td> <td style="width: 50%; text-align: center;">Lot price for the 2 calls</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;"></td> </tr> </table>	Quantity:	Lot price for the 2 calls	1	
Quantity:	Lot price for the 2 calls								
1									
Vendor Response :									
Line Description : Lot price for 2 annual service calls: 1 scheduled, 1 emergency. Includes travel and labor only.									

Line: 2	NIGP Class Item: 89095	Expected Qty: 2	UOM: LOT		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Quantity:</td> <td style="width: 50%; text-align: center;">Price per valve</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;"></td> </tr> </table>	Quantity:	Price per valve	2	
Quantity:	Price per valve								
2									
Vendor Response :									
Line Description : Annual overhaul of valve (2 per year): PRICE PER VALVE overhaul includes labor, rubber goods, tubing, upgrades and adjustments.									

Line: 3	NIGP Class Item: 89095	Expected Qty: 2	UOM: LOT		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Quantity:</td> <td style="width: 50%; text-align: center;">Price per valve</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;"></td> </tr> </table>	Quantity:	Price per valve	2	
Quantity:	Price per valve								
2									
Vendor Response :									
Line Description : Parts for annual overhaul of valve (2 per year). PRICE PER VALVE for solenoids, strainers, stems and O-rings.									



**Health and Human Services Commission
HHSC Uniform Terms and Conditions - Vendor
Version 2.15**

Published and Effective September 1, 2017

Responsible Office: Chief Counsel

Revised 06-29-2018

**HHS PROCUREMENT AND CONTRACTING SERVICES
TERMS AND CONDITIONS BELOW APPLY TO THIS CONTRACT**

1. RESPONSE REQUIREMENTS:

- 1.1. Respondent must show price per unit. Facsimile (fax) submissions will be accepted. The telephone number for FAX submission of bids is 1-512-406-2690. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Response must be submitted on form provided and returned to the location indicated.
- 1.2. Person signing response must have the authority to bind the firm in a contract.
- 1.3. Quote F.O.B. destination, freight prepaid and allowed. Otherwise, show exact delivery cost and terms.
- 1.4. Response must include Texas Identification Number (TIN), or Federal Employer's Identification Number (FEIN), full firm name, and address of respondent on the response.
- 1.5. Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

2. SPECIFICATION:

- 2.1. Catalog, brand names, or manufacturer's references are descriptive only. Response must include the brand name and model number for exact product that is being offered. Any manufacturers' names, trade names, brand names, or catalog numbers used in the specifications are there for the purpose of establishing and describing style, general performance, and quality levels. Such references are not intended to be restrictive, and bids are invited on these and comparable brands or products of any manufacturer.
- 2.2. No substitutions permitted without written approval of the HHS agency.
- 2.3. All electrical items must meet all applicable federal Occupational Safety and Health Administration (OSHA) standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.
- 2.4. Respondent shall comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to use of products produced in the State of Texas when performing services under this contract.
- 2.5. Prior to the response submission deadline, a respondent may:
 - 2.5.1. (a) withdraw its response by submitting a written request to the HHS agency Point of Contact; or
 - 2.5.2. (b) Modify its proposal by submitting a written amendment to the HHS agency Point of Contact. The HHS agency may request proposal modifications at any time.

3. SAFETY STANDARDS:

- 3.1. All electrical items shall meet applicable OSHA safety standards. By signature on the response the respondent certifies that item or item(s) offered meet these standards.
- 3.2. Vendor, its employees and agents shall observe all safety measures and proper operating procedures at HHS agency sites at all times.
- 3.3. Vendor shall direct its employees and agents to immediately report to HHSC any defect or unsafe condition encountered while on HHSC premises.

4. REQUIRED AFFIRMATIONS: By signing this response the respondent affirms the following:

- 4.1. The respondent has not given, offered to give, nor intends 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 solicitation.
- 4.2. Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(a), the respondent has not received compensation for participation in the preparation of specifications for this solicitation. Under Gov't Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 4.3. Antitrust - Pursuant to 15 U.S.C.A. § 1, et seq. and Tex. Bus. & Com. Code Ann. § 15.01, et seq. neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Respondent hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States, 15 U.S.C.A. § 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code Ann. § 15.01, et seq.
- 4.4. Under Section 2155.006(b) of the Texas Government Code, "a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005." Under Section 2155.006, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 4.5. Under Section 231.006, Family Code, the respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any respondent subject to Section 231.006, regarding child support, must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the response. This information must be provided prior to award.
- 4.6. That none of the funds paid under this contract will be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress or the state legislature for obtaining any federal or state contract, grant, loan, or cooperative agreement.

5. FALSE STATEMENTS: Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted response and any resulting contract.

6. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION: By signing this solicitation response, Respondent certifies to the best of its knowledge and belief that:

- 6.1. It is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Vendor/Respondent shall not contract with a subrecipient nor procure goods or services from a subcontractor, at any tier, that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.
- 6.2. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any federal department or agency.

- 6.3. It is not delinquent on any payments owed to any federal or state agency.
6.4. It is not subject to an outstanding judgment in a suit against vendor for collection of the balance of a debt.
6.5. Where vendor/Respondent is unable to certify to any of the statements in this article, vendor/Respondent shall attach an explanation.

7. COMPLIANCE:

7.1. Federal, State, and Local Laws: Respondent shall comply with any and all applicable federal, state, and local laws, including, but not limited to: all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871

7.2. Immigration Reform: Respondent represents and warrants that it will comply with all requirements of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 (8 U.S.C. §1101, et seq.) and all subsequent immigration laws and amendments regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this agreement.

7.3. Former Executive Head of a State Agency Affirmation: Under Section 669.003 of the Texas Government Code, Respondent certifies that it does not employ any former executive head of a state agency. If Respondent does employ a former executive head of a state agency it must provide the following in order for the response to be evaluated:

7.3.1. Name of Former Executive;

7.3.2. Name of State Agency;

7.3.3. Date of Separation from State Agency; and

7.3.4. Position and Date of Employment with Respondent.

7.4. Conflict of Interest: Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

7.5. Permits, Certifications, and Licenses: Respondent represents and warrants that it has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Respondent's performance of this agreement. Respondent will maintain all required certifications, licenses, permits, and authorizations during the term of this agreement.

7.6. Independent Contractor: It is understood and agreed that the awarded contractor is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

7.7. Texas Bidder Affirmation: Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c)(2) of the Texas Government Code.

8. HHS Uniform EIR Accessibility Clause: Contractors that are required to procure or develop Electronic and Information Resources (EIR) are required to comply with the HHS Uniform EIR Accessibility Clause, set out below.

(a) Applicability. This section applies if the contract requires the CONTRACTOR to procure or develop Electronic and Information Resources (EIR) for [HHS AGENCY], or to change any of [HHS AGENCY's] EIR. This section also applies if the contract requires the CONTRACTOR to perform a service or supply goods that include EIR that:

(i) [HHS AGENCY] employees are required or permitted to access; or

(ii) members of the public are required or permitted to access. This section does not apply to incidental uses of EIR in the performance of a contract, unless the parties agree that the EIR will become property of the state or will be used by the HHS agency's Client/Recipient after completion of the contract. Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.

(b) Definitions. For purposes of this Section:

"**Accessibility Standards**" means the Electronic and Information Resources Accessibility Standards and the Web Site Accessibility Standards/Specifications.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes, but is not limited to, telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"**Electronic and Information Resources Accessibility Standards**" means the accessibility standards for electronic and information resources contained in Title 1 Texas Administrative Code Chapter 213.

"**Products**" means information resources technologies that are, or are related to, EIR.

"**Web Site Accessibility Standards/Specifications**" means standards contained in Title 1 Texas Administrative Code Chapter 206.

(c) Accessibility Requirements. Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, [HHS AGENCY] must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, CONTRACTOR must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

(d) Evaluation, Testing and Monitoring.

(i) [HHS AGENCY] may review, test, evaluate and monitor CONTRACTOR's Products and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.

Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the CONTRACTOR'S assertion of compliance with the Accessibility Standards.

(ii) CONTRACTOR agrees to cooperate fully and provide [HHS AGENCY] and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing and monitoring.

(e) Representations and Warranties.

(i) CONTRACTOR represents and warrants that:

(A) as of the effective date of the contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and

(B) if the Products will be in the custody of the state or an HHS agency's client or recipient after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless [HHS AGENCY and/or Client/Recipient, as applicable] uses the Products in a manner that renders it noncompliant.

(ii) In the event CONTRACTOR should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, CONTRACTOR represents and warrants that it will, in a timely manner and at no cost to [HHS AGENCY], perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, and upgrading of the Product, or providing a suitable substitute.

- (iii) CONTRACTOR acknowledges and agrees that these representations and warranties are essential inducements on which [HHS AGENCY] relies in awarding this contract.
- (iv) CONTRACTOR's representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.
- (f) Remedies.
 - (i) Pursuant to Texas Government Code Sec. 2054.465, neither CONTRACTOR nor any other person has a cause of action against [HHS AGENCY] for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
 - (ii) In the event of a breach of CONTRACTOR's representations and warranties, CONTRACTOR will be liable for direct and consequential damages and any other remedies to which [HHS AGENCY] may be entitled. This remedy is cumulative of any and all other remedies to which [HHS AGENCY] may be entitled under this contract and other applicable law.

9. SECURITY OF INFORMATION:

- 9.1. The HHS agency may be in possession of confidential information and material which require protection under applicable laws and regulations, as well as policies and procedures, of the State of Texas and the United States. Confidential information and material obtained within or from the HHS agency may not be discussed, communicated, copied, extracted, or used in any manner by awarded vendor other than in fulfillment of the contract resulting from this solicitation. All confidential material must be returned to the HHS agency on completion or as requested.
- 9.2. By entering a contract with a Texas Health & Human Services agency, you agree to be bound by the terms of the HHS Data Use Agreement (HHS DUA), v.8.4 March 15, 2018: This is the general version that should be used for all contractors who access agency confidential information. It is available on the HHSC website at <https://hhs.texas.gov/doing-business-hhs/business-contracting-opportunities>, Data Use Agreement (PDF). Information that explains the terms of the DUA and what laws require us to protect and safeguard agency confidential data can be found at <https://hhs.texas.gov/doing-business-hhs/business-contracting-opportunities>, Data Use Agreement FAQs (PDF).
- 9.3. If this box is checked, Section 9.2, above does not apply to the contract, or purchase order, because the contractor will not have access to confidential information.



10. VENDOR CERTIFICATION INFORMATION TECHNOLOGY STAFF AUGMENTATION: In addition to those Vendor Certifications included in the Department of Information Resources' Appendix A "Standard Terms and Conditions for INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES," Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- 10.1. Will use any information received while providing services to an individual customer under the Contract only for the purpose of providing those services;
- 10.2. Will treat any information so received as confidential and will not disclose, reveal, communicate, impart, or divulge the information or any summary or synopsis of the information in any manner or any form whatsoever without prior written authorization to do so from the relevant individual customer; and
- 10.3. Are not authorized to make any representations concerning the work done for an individual customer to third parties for promotional, research, or other commercial or proprietary purposes without the individual customer's written advance approval.

11. FELONY CONVICTION NOTICE: Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, has been convicted of a felony or that if such a conviction has occurred, Respondent has fully advised the HHS agency of the facts and circumstances surrounding the convictions.

12. AWARD:

- 12.1. The HHS agency reserves the right to waive minor informalities in a proposal and award a contract if in the best interest of the State of Texas.
- 12.2. SAM-Suspension, debarment, and terrorism: Respondent certifies that it and its principals are eligible to participate in this solicitation and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and are not listed on the State of Texas Debarred Vendor List maintained by the CPA or the System for Award Management (SAM) maintained by the General Services Administration at <http://www.sam.gov>; and that Respondent is in compliance with all applicable State of Texas statutes and HHS agency rules ; and that Respondent certifies it is not listed on the federal government's terrorism watch list as described in executive order 13224.
- 12.3. The State reserves the right to make an award on the basis of low line item, low total of line items, or in any other combination that will serve the best interest of the State.
- 12.4. Tie responses: In the case of tie bids, awards will be made in accordance with Title 34, Texas Administrative Code, Chapter 20, Subchapter C, Division 2, § 20.207(c)(2), either by application of one or more preferences described in Title 34, Texas Administrative Code, Chapter 20, Subchapter D, Division 2, § 20.306; or in the case of tie bids that cannot be resolved by application of one or more preferences, by drawing lots.
- 12.5. A response to this solicitation is an offer to contract based upon the terms, conditions, and specifications contained herein. Responses do not become orders until a purchase order and/or contract is released by an HHS agency, purchasing agent, or designee through a written purchase order/contract. The contract shall be governed, construed, and interpreted under the laws of the State of Texas.
- 12.6. Option to Extend Services: The Respondent by submission of a response to this solicitation agrees that HHSC may require continued performance, beyond the initial term or renewal contract term, of any of the herein described services at the rates specified herein. This option may be exercised more than once, for the purpose of meeting HHS agency procurement goals but the total extension of performance hereunder shall not exceed one hundred twenty (120) calendar days. Such extension of services shall be subject to all specifications and terms and conditions of the contract resulting from this procurement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. The HHS agency may exercise this option upon notice to the awarded Respondent.
- 12.7. The Procurement and Contracting Services (PCS) section of HHSC will administer the initial stages of the procurement process, prior to the contract award, including announcement and publication, handling of communications from the Respondent, as well as managing the receipt and handling of valid responses for final review and evaluation. PCS directs the execution of the contract after the awarded vendor has been selected. The contract(s) issued as a result of this solicitation may be utilized by one or all of the HHS agencies listed below:
 - 12.7.1. Health and Human Services Commission (HHSC);
 - 12.7.2. Department of Family and Protective Services (DFPS);
 - 12.7.3. Department of State Health Services (DSHS).
- PCS will issue an individual purchase order, contract, or release for each HHS agency, region, city, or location requiring goods or services under the contract(s). Each purchase order will include the delivery/service location and bill to address for the HHS agency requesting goods/services.
- 12.8. No terms or conditions advanced by the contractor, by way of exception or other means, are included as part of the contract unless expressly agreed to in writing by HHSC.

13. DELIVERY:

- 13.1. Respondent must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Respondent to deliver in 14 calendar days. Delivery shall be made during normal working hours only, unless prior approval has been obtained from the HHS agency.

13.2. If delivery will be delayed, Contractor shall notify the HHS agency. Default in promised delivery or failure to meet specifications authorizes the HHS agency to purchase goods and/or services elsewhere and charge full increase, if any, in cost and handling to defaulting Contractor. Any damages incurred by the HHS agency as a result of the default may also be assessed to the defaulting Contractor.

13.3. 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. Item(s) may be purchased on the open market, and any resulting increase in price shall be charged to awarded vendor.

14. CANCELLATION OR EARLY TERMINATION:

14.1. TERMINATION FOR CONVENIENCE: The HHS agency reserves the right to terminate, in whole or in part without recourse or penalty, any Contract resulting from this solicitation with 30 days' written notice to the Contractor.

14.2. TERMINATION FOR CAUSE OR DEFAULT: The HHS agency may terminate this Contract immediately for any failure of the Contractor to comply with the terms and conditions of the Contract.

14.3. TERMINATION DUE TO REDUCTION IN OR UNAVAILABILITY OF STATE FUNDS: HHSC reserves the right to terminate the purchase order and/or Contract awarded from this solicitation, without penalty to HHSC, either in whole or in part, based on reduction in or unavailability of state funds. HHSC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. HHSC will not be liable to Contractor for any damages, which are caused or associated with such termination or cancellation and HHSC will not be required to give notice.

14.4. ABANDONMENT OR DEFAULT: If the Respondent abandons or defaults on any work under this Contract and causes the work to be rebid, the Respondent may not be considered on future bids to perform similar work. Damages for abandonment or default may be assessed at HHSC's option.

14.5. CANCELLATION FOR NONCOMPLIANCE: HHSC may cancel all or any part of the resulting purchase order and/or contract if the Contractor fails to comply with any requirement of the purchase order and/or contract, including but not limited to this solicitation and its General Terms and Conditions. HHSC may also obtain substitute goods and services, may withhold acceptance and payments to the Contractor and may pursue all available rights and remedies against the Contractor. In addition, HHSC will report the defaulting contractor to the Texas Comptroller of Public Accounts' (CPA) Statewide Procurement Division (SPD) for possible action, including, but not limited to, removal of the Contractor from the Centralized Master Bidders List (CMBL).

14.6. RIGHT TO RECOVER: HHSC reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at Contractor's request or the result of Contractor's failure to perform. This right is in addition to any other remedies available to HHSC under applicable law.

15. RESPONSIBILITY FOR NEGLIGENCE: Contractor shall bear all risk of loss or damage due to product defects, unfitness or obsolescence thereof, and negligence or willful misconduct of Contractor or its employees, agents, or representatives.

16. FORCE MAJEURE: Neither party 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, or other causes that are beyond the reasonable control of the party claiming force majeure and that by exercise of due foresight such party could not reasonably have avoided, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

17. PATENTS OR COPYRIGHTS: Contractor must defend, at its own expense, any action brought against the State of Texas based on a claim that the product(s) supplied by Contractor or the operation of such product(s) pursuant to the current release and modification level on any programming aid, infringes a United States patent, copyright, or trade secret. Contractor must pay those costs and damages finally awarded against the State of Texas in any such claim.

18. WORK MADE FOR HIRE. All work performed by Contractor for the HHS agency pursuant to this Contract, including all work developed or prepared by Contractor or its subcontractors or authorized representatives, is the exclusive property of the HHS agency. All right, title and interest in and to said property shall vest in the HHS agency upon creation and shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in the HHS agency, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the HHS agency. The HHS agency shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate, and any extensions and renewals thereof. Contractor must give the HHS agency and the State of Texas, as well as any person designated by the HHS agency and the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

19. REPRODUCTION RIGHTS: Contractor agrees that the HHS agency is free to reproduce, without royalty, all manuals, publications, maintenance programs, diagnostics and documents for exclusive use by the HHS agency for State of Texas business. The HHS agency is free to reproduce, without royalty, necessary material selectively extracted from publications provided, for incorporation into HHS agency-published manuals, which are for exclusive use by state-authorized systems. Any proprietary statement contained in any document will be referenced if that document, or any part thereof, is used.

20. TEXAS PUBLIC INFORMATION ACT: Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent 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. If the Respondent believes that parts of its response are exempt from disclosure under the Texas Public Information Act, Respondent must specifically identify the information it contends to be confidential or proprietary. If Respondent designates substantial portions of its solicitation response or its entire solicitation response as confidential or proprietary, the solicitation response is subject to being disqualified.

21. REQUESTS FOR INFORMATION: The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this Contract to any party other than the HHS agency and its authorized agents except as otherwise authorized by this Contract or after obtaining written permission from the HHS agency.

22. INDEMNIFICATION: RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND 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 RESPONDENT 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. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. RIGHT TO AUDIT: 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. The acceptance of funds directly under the Contract or indirectly through a subcontract 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors and the requirement to cooperate is included in any subcontract it awards.

24. CONTRACTOR PERFORMANCE: Contractor shall comply with and act in good faith in the performance of all provisions of this Contract and any amendments.

25. REMEDIES AND SANCTIONS: In accordance with Section 2261.101, Government Code, Remedies and Sanctions, state agencies are required to hold contractors accountable for breach of contract or substandard performance.

25.1. The HHS agency may impose remedies and sanctions as described in this solicitation for Contractor's default under this Contract.

25.2. The HHS agency at its own discretion may impose remedies and sanctions as appropriate on a case-by-case basis.

25.3. The HHS agency may terminate the Contract in accordance with Section 14, above.

26. RECORDS RETENTION: Contractor must retain all invoices, records and other documents pertinent to this Contract until seven (7) years following the expiration or termination of this Contract, until any audits in progress are completed, or until any lawsuits relating to this Contract are resolved, whichever is later.

27. PAYMENT: Prior to any payment being made, the HHS agency must certify that the goods and services being invoiced have been received and accepted. Contractor shall submit an itemized invoice showing the HHS agency purchase order or contract number. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 shall govern remittance of payment and remedies for late payment and non-payment.

28. ASSIGNMENT BY CONTRACTOR: Contractor shall not assign all or any portion of its rights under or interests in this Contract or delegate the performance of its duties under the Contract without prior written consent of the HHS agency contract manager. Any written request for assignment must be accompanied by written acceptance of the assignment by the assignee. Except where otherwise agreed in writing by the HHS agency contract manager, no assignment will release the Contractor from its Contract obligations. Any attempted assignment in violation of this section is void and without effect.

29. PAYMENT OF CONTRACTOR DEBT: In accordance with Texas Government Code, Section 403.055 and Section 2252.903, Contractor agrees that any Contract payments due to Contractor will be applied toward any debt or delinquency the Contractor owes to the State of Texas, including, but not limited to, delinquent taxes and child support. Payments will be applied until the debts and back taxes are paid in full. Federal law may supersede this requirement.

30. DISCLOSURE OF INFORMATION: If the Contract includes federal funds, 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, must have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract.

31. GOVERNING LAW AND VENUE: This Contract is being executed and delivered to the State of Texas. This Contract is intended to be performed in the State of Texas and shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction in Travis County, Texas. If any provision/part of the Contract is construed to be illegal, invalid, or unenforceable, such construction will not affect the legality or validity of any other provisions/parts. The illegal or invalid provision/part will be deemed severable and stricken from the Contract as if it had never been incorporated, but all other provisions/parts will continue in full force and effect. The Contract represents the entire agreement of the parties; any amendment must be in writing and signed by the parties.

32. DISPUTE RESOLUTION: The dispute resolution process provided for in Texas Government Code, Title 10, Chapter 2260, shall be used by the HHS agency and the Contractor to attempt to resolve any dispute or any claim for breach of Contract made by the Contractor.

33. COMPLIANCE WITH STATE AND FEDERAL ANTI-DISCRIMINATION LAWS

33.1. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation: 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); 2) Sec. 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); 3) Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.); 4) Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107); 5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); 6) Food Stamp Act of 1977 (7 U.S.C. § 200 et seq.); 7) HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement. Contractor agrees to comply with all amendments to the 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.

33.2. 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. Applicable 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 ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also 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.

33.3. 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, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

33.4. Upon request, Contractor will provide the HHS agency with copies of all of the Contractor's civil rights policies and procedures.

33.5. Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to Contractor's performance under this agreement. 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) 438-7232; TTY Toll free: (877) 432-7232; Fax: (512) 438-5885

34. PROHIBITION ON CONTRACTING WITH ENTITIES THAT BOYCOTT ISRAEL:

34.1. Contractor represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Contractor does not boycott Israel and will not boycott Israel during the term of the Contract.

35. PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGED IN BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS:

35.1. 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.

36. DISCLOSURE OF INTERESTED PARTIES:

36.1. Respondent represents and warrants that if selected for award of a contract as a result of the solicitation, that has a value of at least \$1 million, Respondent will submit to HHSC a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code and the rules of the Texas Ethics Commission, Title 1, Texas Administrative Code, Part 2, Chapter 46.

37. 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 all persons employed by Contractor to perform duties within Texas; and all persons, including subcontractors, assigned by Contractor to perform work pursuant to the Contract within the United States.

38. COMPUTER EQUIPMENT RECYCLING PROGRAM: To the extent applicable to this Contract, Respondent certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in Title 30, Texas Administrative Code, Chapter 328.

39. DISASTER RECOVERY PLAN: To the extent applicable to this Contract, upon request of HHSC, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

40. TELEVISION EQUIPMENT RECYCLING PROGRAM: To the extent applicable to this Contract, Respondent certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.