



SOLICITATION DOCUMENT

Invitation for Bid (IFB) Check one: <input checked="" type="checkbox"/> Formal <input type="checkbox"/> Informal IFB For Breast Pumps		
Solicitation No.:	Issue Date:	Response Due Date:
HHS0007034 v2	06/16/2020	06/26/2020 HSP Due 2PM CST (for review) 07/07/2020 Bids Due Date 2PM CST
Formal responses MUST be mailed to the address below. E-mail and electronic responses submitted through the HHS Online Bid Room will only be accepted if indicated in the solicitation. Response may NOT be submitted by Fax.		
Contact Information: Purchaser: Julie Call Email: julie.call@hhsc.state.tx.us	Mail Response: Health and Human Services Commission ATTN: Julie Call 1100 W 49 th . MC 2020 Austin, Texas 78756 OR Email Response to, if applicable: pcsbids@hhsc.state.tx.us OR Submit Response Online to, if applicable: https://hhs.texas.gov/doing-business-hhs/contracting-hhs/hhs-online-bid-room <i>(You must be registered in order to submit online.)</i>	Ship to or Service Delivered to Location: Health and Human Services Commission Women, Infant and Children (WIC) 4616 W. Howard Lane Building 8, Suite 840 Austin, TX 78728
Source of Authority	<input checked="" type="checkbox"/> CPA/TPASS	<input type="checkbox"/> DIR
<input checked="" type="checkbox"/> Other: Texas Government Code 2155.144		

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, Chapter 20, Subchapter D, Division 2, Rule § 20.306:**
- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Agricultural products grown in Texas
 - Agricultural products offered by a Texas bidder
 - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
 - Texas Vegetation Native to the Region
 - USA produced supplies, materials or equipment
 - Products of persons with mental or physical disabilities
 - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
 - Energy Efficient Products
 - Rubberized asphalt paving material
 - Recycled motor oil and lubricants
 - Products produced at facilities located on formerly contaminated property
 - Products and services from economically depressed or blighted areas
 - Vendors that meet or exceed air quality standards
 - Recycled or Reused Computer Equipment of Other Manufacturers
 - Foods of Higher Nutritional Value.

VENDOR / RESPONDENT MUST COMPLETE ALL ITEMS

Signature of Vendor or Authorized Representative

Print Name
(Must be manually signed; failure to sign will disqualify response.)

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

Name of Business _____

Street Address _____

City-State-Zip Code _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

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

HHS Procurement and Contracting Services

SOLICITATION NUMBER HHS0007034

1. **INTRODUCTION AND PURPOSE OF SOLICITATION**

The Health and Human Services Commission (HHSC) Procurement and Contracting Services (PCS) on behalf of the Women, Infants and Children (WIC) program is seeking to establish a contract for breast pumps, breast pump accessories and technical support for the Texas Special Supplemental Nutrition Program.

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:

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

HHSC/PCS will issue 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 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**

- Appendix – Additional information and/or forms that is available in the back of this solicitation document.
- Contract – A written document referring to promises or agreement for which the law establishes enforceable duties and remedies between a minimum of two parties.
- Contractor – A vendor that provides goods and services that are typically procured through the open market.
- 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.
- Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code, Chapter 20, Subchapter G, and the System of Award Management (SAM).
- Deliverables – Goods or services contracted for delivery or performance.
- Due Date – Established deadline for submission of a document or deliverable.
- Effective Date – The date the contract term begins.
- Respondent – Entity or individual that submits a response to a solicitation.
- Scope of Work – A statement that defines specific services to be performed.
- Solicitation – The process of notifying prospective contractors of an opportunity to provide goods or services to the State.
- 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.

HHS Procurement and Contracting Services

- 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.
- Vendor – A contractor that provides goods and services that are typically procured through the open market.
- 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.

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.

- 4.1. Failure to comply with this section may result in disqualification of the response.
- 4.2. Responses to this solicitation will be received until the date and time shown above. Incomplete or late responses will not be considered.
- 4.3. 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:

- 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).
- 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: Julie Call, CTPM, CTCM
 1100 W 49th St. MC: 2020
 Procurement and Contracting Services Building
 Austin, TX 78756

Fax responses will NOT be accepted. Emailed responses and responses submitted electronically through the HHS Online Bid Room will be accepted. Emailed responses must be submitted to: pcsbids@hhsc.state.tx.us. For instructions regarding registration and use of the HHS Online Bid Room, see Appendix D. Online, electronic responses must be submitted to : <https://hhs.texas.gov/doing-business-hhs/contracting-hhs/hhs-online-bid-room>.

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.

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:

HHS Procurement and Contracting Services

5. QUESTIONS

Except for HUB inquiries, the sole point of contact for inquiries concerning this solicitation is:

Purchaser's Name: Julie Call, CTPM, CTCM
 HHSC/ PCS
 Tel: 512-406-2514
 Email address: julie.call@hhsc.state.tx.us

Except for HUB inquiries, direct all communications relating to this solicitation in writing 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.**

Deadline for receipt of questions is 5:00 PM CDT Tuesday, June 23, 2020. Questions will be answered in the form of an addendum to the solicitation which will be posted to the Comptroller's Electronic State Business Daily (ESBD) at the following link:

<http://www.txsmartbuy.com/sp>

No communication, verbal or written, shall change any of the specifications within this IFB. Specifications shall be changed only via written addendum to the solicitation.

VENDOR CHECKS

HHSC is required to perform certain "vendor checks" before awarding a purchase order. If a vendor does not pass one or more of these vendor checks, the award may go to the next lowest bidder whose product(s) meet specifications, and who passes all the vendor checks. Some of the vendor checks are listed below; not all have URL links available to non-governmental entities.

- (a) Vendor Hold with the State of Texas (no URL link available to non-governmental entities).
- (b) HHSC Exclusions (no URL link available to non-governmental entities).
- (c) Franchise Tax Status (vendor must be listed as "Active" – indicating vendor has a right to transact business in the state of Texas). If exempt, the Texas Comptroller's office should provide vendor with a "no nexus" letter:

<https://mycpa.cpa.state.tx.us/coa/search.do?userType=public>

- (d) Debarred Vendor List (vendor must not be listed on this list):

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

- (e) System for Award Management (SAM):

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

- (f) Office of Inspector General List of Excluded Individuals/Entities (LEIE) – Federal Exclusions:

<https://exclusions.oig.hhs.gov/>

- (g) Texas Legislative Prohibitions (Companies that boycott Israel; Designated Foreign Terrorist Organizations; Scrutinized Companies with ties to Iran; Scrutinized Companies with ties to Sudan; and Scrutinized Companies with ties to Foreign Terrorist Organizations):

Note - a vendor passes the Texas Legislative Prohibitions check by NOT being listed on any of the lists on the link below:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

HHS Procurement and Contracting Services

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. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

HHSC encourage respondents to submit their HUB Subcontracting Plans (HSP) to the contact person named in section below for a courtesy review. **Submit the HSPs for review on or before June 26, 2020 by 2PM CST.**

The sole point of contact for HUB inquires:

Texas Health and Human Services Commission
 Ann Tillman, CTCM, CTCD, CPIM(APICS) HUB Coordinator
 Phone: (512) 406-2476
 E-mail: Ann.Tillman@hhsc.state.tx.us

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a [Policy on the Utilization of HUBs](#) which is located on HHSC's website.

Pursuant to Texas Government Code [§2161.181](#) and [§2161.182](#) and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

7.1 HHSC's Administrative Rules

HHSC has adopted the CPA's HUB rules as its own. HHSC's rules are located in the Texas Administrative Code [Title 1, Part 15, Chapter 391, Subchapter G](#) and the CPA rules are located in [Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter D, Division 1](#). If there are any discrepancies between HHSC's administrative rules and this IFB, the rules shall take priority.

7.2 Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code [Title 34, Part 1, Chapter 20, Subchapter B, §20.284](#) of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goal**, HHSC encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This procurement is classified as a **Commodities** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **21.1%** per fiscal year.

7.3 Required HUB Subcontracting Plan

In accordance with Texas Government Code [Chapter 2161, Subchapter A, §2161.252 \(a\)](#) each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest for the contract, determine whether there will be subcontracting opportunities under the contract. If the state agency determines that there is that probability, the agency shall require that each bid, proposal, offer, or other applicable expression of interest for the contract include a historically underutilized business subcontracting plan

In accordance with Texas Administrative Code [Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.285\(a\)\(1\)\(C\)](#) of the HUB Rule, state agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

HHSC has determined that subcontracting opportunities are probable for this IFB. **As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.**

HHS Procurement and Contracting Services

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the IFB, in a separate sealed envelope, with the IFB submission, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a respondent from completing the HSP requirement.

HHSC shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

7.4 CPA Centralized Master Bidders List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

7.4.1 National Institute of Governmental Purchasing (NIGP) Class/Item Code(s):

- 060-01 Adapters and Clevises, Automotive Parts;
- 465-78 Pumps, Hospital: Breast, Enteral and IV Feeding, Pressure, and Vacuum;
- 475-49 Instructional Aids and Training Programs, Medical;
- 655-25 Camera Carrying Cases, Gadget Bags, etc;
- 658-91 Tubing, Plastic and PVC;
- 659-06 Adapters;
- 659-44 Ferrules, Flanges, Glands;
- 670-77 Valves, Plastic: Ball, Check, Diaphragm, Globe, etc;
- 785-70 Instructional Aids: Courses, Ancillary Materials, DVDs, etc;
- 936-62 Pumps and Pump Accessories Maintenance and Repair; and
- 962-86 Transportation of Goods, Shipping & Handling, and Other Freight Services.

Respondents are not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

7.5 HUB Subcontracting Procedures – If a Respondent Intends to Subcontract

An HSP must demonstrate that the respondent made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

7.5.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

HHS Procurement and Contracting Services

7.5.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.

Use the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, 4 or 5:

7.5.2.1 Method 1: Respondent Intends to Subcontract with only HUBs:

The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or**,

7.5.2.2 Method 2: Respondent Intends to Subcontract with HUB Protégé(s):

The respondent must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC, and
- identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When a respondent proposes to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or**,

7.5.2.3 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that have existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; **or**,

7.5.2.4 Method 4: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The respondent must identify in the HSP and submit documentation regarding both of the following requirements:

- Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

Respondents must give trade organizations and/or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the [Small, Minority and Women Business Trade Organizations and Development Centers](#).

HHS Procurement and Contracting Services

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting proposals and must include:
 - a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the respondent.
- Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

7.5.3 Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. HHSC may require the respondent to submit additional documentation explaining how the respondent made a good faith effort in accordance with the solicitation.

A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value responsive bidders.

7.6 **Method 5: Respondent Does Not Intend to Subcontract**

When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The respondent must complete the "Self-Performance Justification" portion of the HSP and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5.1. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The respondent must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient respondent staffing to meet the IFB requirements;
- provide monthly payroll records showing the respondent staff fully dedicated to the contract;
- allow HHSC to conduct an onsite review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

7.7 Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, HHSC will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP [Prime Contractor Progress Assessment Report](#). This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

HHS Procurement and Contracting Services

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this IFB (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

8. ESTIMATED QUANTITIES

- 8.1. 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. See Exhibit C1 – Historical Annual Orders.
- 8.2. 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.

9. METHOD AND TERMS FOR ORDERING

- 9.1. 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.
- 9.2. 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.

10. SCOPE OF WORK (SOW) TO BE PERFORMED

Description of Services: to provide service and/or goods that include, but are not limited to, breast pumps, breast pump accessories, and technical support for the Texas Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

10.1. Multi-User Electric Pump:

- 10.1.1. Shall be a new or refurbished pump. If bidding refurbished, must include a bid for new;
- 10.1.2. Be fully assembled;
- 10.1.3. Be UL or equivalent listed and use a 110-volt electrical outlet;
- 10.1.4. Be adaptable for single or double pumping;
- 10.1.5. Be easy to clean, using common household detergents;
- 10.1.6. Be designed for repeated use by more than one (1) woman;
- 10.1.7. Have the ability to operate at a vacuum pressure of at least 220 mm Hg at the breast flange;
- 10.1.8. Have the ability to alternate vacuum pressure settings during milk collection;
- 10.1.9. Automatically cycle;
- 10.1.10. Have adjustable or variable cycling with the ability to cycle up to a range of sixty (60) to seventy-two (72) times per minute.
- 10.1.11. Be designed to prevent breastmilk from entering the pump motor housing unit or come in contact with any internal pump parts to avoid potential contamination of breastmilk;
- 10.1.12. Be designed to work with sterile milk collection kits and additional sized breast flanges described in specifications;
- 10.1.13. Comply with all the Federal Drug Administration (FDA) requirements as a multi-user electric pump and provide HHSC proof of marketing clearance;
- 10.1.14. Be effective at establishing and maintaining a mother's milk supply for the majority of users;
- 10.1.15. Be efficient enough that a pumping session can be completed in 20-30 minutes
- 10.1.16. Include a soft carrying case and an optional hard carrying case that shall:
 - o Be made of durable, washable material easily cleaned and disinfected;
 - o Be designed for repeated use by more than one (1) woman;
 - o Include a shoulder strap, preferably adjustable that is conferrable for majority of users;

HHS Procurement and Contracting Services

- Include an insulated section or separate insulated case and 2 to 4 cold packs to accommodate transportation of breastmilk in manufacturers' milk collection containers.
 - Soft carrying cases shall weigh no more than approximately ten (10) pounds with the pump inside (weight to exclude cold packs or separate insulated carrying cases and cold packs);
 - Hard carrying cases shall weigh no more than approximately thirteen (13) pounds with the pump inside (weight to exclude cold packs or separate insulated carrying cases and cold packs);
- 10.1.17. Have battery adaptability and a vehicle adapter, which can be plugged into any vehicle;
- 10.2. Sterile Milk Collection Kit for use with Multi-User Electric Pump:
- 10.2.1. Be specifically designed and manufactured to work with multi-user electric breast pump;
 - 10.2.2. Be sterilized prior to packaging, fully or partially assembled, and ready for immediate use upon delivery;
 - 10.2.3. Comply with all Food and Drug Administration requirements as a milk collection kit;
 - 10.2.4. Be made of materials that maintain integrity and functionality, allowing for repeated boiling and dishwasher cleaning;
 - 10.2.5. Be bisphenol-A (BPA) and DEHP-free;
 - 10.2.6. Include a minimum of two (2) pairs of different standard sized breast flanges, to accommodate different sized breasts and nipples. Flanges should be comfortable for most users. Vendor(s) shall list size of flanges in millimeters on bid and pricing schedule, see Exhibit C Pricing Sheet;
 - 10.2.7. Include at least two (2) reusable milk collection containers with spill-proof standard size caps that:
 - Are easy to remove with minimal spillage;
 - Hold a minimum of four (4) ounces and no more than six (6) ounces;
 - 10.2.8. Include tubing material that is comparable to standard tubing used for breast pumps, able to endure multiple uses and is specific to the multi-user electric pump;
 - 10.2.9. Include at least one (1) extra membrane and/or valve;
 - 10.2.10. Contain all parts to easily convert to a manual pump;
 - 10.2.11. Not contain accessories that are not compatible with multi-user electric pump or manual pump unless specified in this solicitation.
- 10.3. Single-User Electric Pump with Milk Collection Kit:
- 10.3.1. Include a milk collection kit that is fully or at least partially assembled that;
 - 10.3.2. Complies with all Food and Drug Administration requirements as a milk collection kit;
 - 10.3.3. Is made of materials that maintain integrity and functionality, allowing for repeated boiling and dishwasher cleaning;
 - 10.3.4. Is bisphenol-A (BPA) and DEHP-free;
 - 10.3.5. Include a minimum of two (2) pairs of different standard sized breast flanges, to accommodate different sized breasts and nipples. Flanges should be comfortable for most users. Vendor(s) shall list size of flanges in millimeters on bid and pricing schedule, see Exhibit C Pricing Sheet;
 - 10.3.6. Includes at least two (2) reusable milk collection containers with spill-proof standard size caps that:
 - Are easy to remove with minimal spillage;
 - Include tubing material that meets industry standard and is specific to the single-user electric pump;
 - Includes at least one (1) extra membrane and/or valve;
 - Contain all parts to easily convert to a manual pump;
 - 10.3.7. Be UL or equivalent listed and use a 110-volt electrical outlet;
 - 10.3.8. Be adaptable for single or double pumping;
 - 10.3.9. Be easy to clean, using common household detergents;
 - 10.3.10. Include carrying case. Carrying case shall:
 - Be made of durable, washable material;
 - Include a shoulder strap, preferably adjustable that is conferrable for majority of users;
 - Include an insulated section or separate insulated case;
 - Include 2 to 4 cold packs to accommodate transportation of breastmilk in manufacturers' milk collection containers;
 - 10.3.11. Have the ability to operate at a vacuum pressure of at least 220 mm Hg at the breast flange;
 - 10.3.12. Have the ability to alternate vacuum pressure settings during milk collection;
 - 10.3.13. Automatically cycle;
 - 10.3.14. Have adjustable or variable cycling with the ability to cycle at a range of sixty (60) to seventy-two (72) times per minute.
 - 10.3.15. Have battery adaptability and vehicle adapter, which can be plugged into any vehicle;
 - 10.3.16. Be designed to prevent breastmilk from entering the pump motor housing unit or come in contact with any internal pump parts to avoid potential contamination of breastmilk;
 - 10.3.17. Comply with all Food and Drug Administration (FDA) requirements as a single-user electric pump. Vendor shall provide HHSC proof of marketing clearance;
 - 10.3.18. Be effective at establishing and maintaining a mother's milk supply for most users;
 - 10.3.19. Be efficient enough that a pumping session can be completed in 20-30 minutes.

HHS Procurement and Contracting Services

10.4. Manual Pump:

- 10.4.1. Be designed to create suction which is independent of the collection bottle;
- 10.4.2. Be easy to clean, using common household detergents;
- 10.4.3. Have the ability to reach a minimum of 220 mm Hg of pressure at the breast flange;
- 10.4.4. Have a mechanism that allows for variable pressures to be adjusted by the user;
- 10.4.5. Have the ability to reach a maximum pressure in a minimum of one (1) second;
- 10.4.6. Be bisphenol-A (BPA) and DEHP-free
- 10.4.7. Include a minimum of two (2) different sized breast flanges, which include one (1) standard size, to accommodate different sized breasts and nipples. Flanges should be comfortable for most users. Vendor(s) shall list size of flanges in millimeters on bid and pricing schedule, see Exhibit C Pricing Sheet;
- 10.4.8. Include at least one (1) extra membrane and/or valve;
- 10.4.9. Have the ability to adapt to two (2) or more additional sized breast flanges, which are comfortable for most users, to accommodate different size breasts and nipples.
- 10.4.10. Have the ability to pump the breast with a smooth action;
- 10.4.11. Be easy to disassemble, clean and reassemble;
- 10.4.12. Be made of materials that maintain integrity and functionality, allowing for repeated boiling and dishwasher cleaning;
- 10.4.13. Comply with all FDA requirements as a manual pump. Vendor shall provide HHSC with proof of marketing clearance;
- 10.4.14. Be effective in extracting milk for the majority of users;
- 10.4.15. Be efficient enough that a pumping session can be completed in 20-30 minutes.

10.5. Additional Sized Breast Flanges:

- 10.5.1. Be specifically designed to work with the products described in the sterile milk collection kits, single-user electric pump, and manual pump specifications;
- 10.5.2. Be available in two (2) or more additional flange sizes different from those included in the sterile milk collection kits, single-user electric pump, and manual pump specifications; Vendor(s) shall list size of flanges in millimeters on bid and pricing schedule, see Exhibit C Pricing Sheet;
- 10.5.3. May be packaged with the milk collection kit or separately;
- 10.5.4. Be bisphenol-A (BPA) and DEHP-free.

10.6. Printed Materials:

- 10.6.1. Be included with all awarded products;
- 10.6.2. Include assembly of pump, use, cleaning instructions and link to on line videos;
- 10.6.3. Include pictures or diagrams that support the written directions;
- 10.6.4. Be written at the 4th grade (or lower) literacy level;
- 10.6.5. Be in both English and Spanish;
- 10.6.6. Be free of mention or advertisement of infant feeding supplements and devices unrelated to contracted products;
- 10.6.7. Be free of warranty information;
- 10.6.8. Be pre-approved by the HHSC point of contact. Prior to printing, vendor(s) shall send printed materials to HHSC for approval within sixty (60) days of award. HHSC shall return approved printed materials to vendor(s) within sixty (60) days of receipt from vendor(s);
- 10.6.9. HHSC WIC approved printed materials for each breast pump shall be inserted into product or packaging prior to delivery.

10.7. Audiovisual and Media:

Instructional Video (including a DVD Master copy):

- 10.7.1. Each multi-user and single-user electric pump shall have an instructional video and link to on line video on the following, at minimum:
 - o Assembly of milk collection kit;
 - o Attachment of milk collection kit to pump;
 - o Proper use of pump;
 - o Proper breast flange fitting;
 - o Cleaning of pump and milk collection kit;

HHS Procurement and Contracting Services

- 10.7.2. Videos shall be free of mention or advertisement of infant feeding supplements and devices unrelated to contracted products;
- 10.7.3. Videos shall be available in English and Spanish;
- 10.7.4. Videos shall be closed captioned;
- 10.7.5. Videos shall be preapproved by HHSC. Vendor(s) shall send videos for approval within sixty (60) days of award. HHSC shall return feedback on videos within sixty (60) days of receipt from vendor(s);
- 10.7.6. Vendor shall provide original English and Spanish video files (MP4, Quick Time, or Apple Pro Res) and one master bilingual DVD to HHSC;
- 10.7.7. Vendor shall provide written permission for HHSC to duplicate videos or DVDs as needed.

10.8. Warranty:

- 10.8.1. Vendor(s) shall provide a minimum of three (3) year warranty for manufacturing defects on multi-user electric pumps specifications;
- 10.8.2. Warranty period for a multi-user pump shall begin when the product is received by the Local Agency (LA) as indicated by the LA Inventory Report;
- 10.8.3. Vendor(s) shall provide a minimum of one (1) year warranty for manufacturing defects on sterile milk collection kits and single-user electric pump, described in specifications and all associated products and materials;
- 10.8.4. Vendor(s) shall provide a minimum ninety (90) day warranty for manufacturing defects on the manual pumps and additional sized breast flanges described in specifications;
- 10.8.5. Warranty period for the milk collection kits, single-user electric pumps, manual pumps, and breast flanges shall begin when the product is issued to the participant as indicated by WIC clinic issuance reports;
- 10.8.6. During warranty period, vendor(s) is responsible for repairing or replacing defective products with a new pump or parts (not refurbished) at no cost to HHSC or the WIC clinics. This includes, but is not limited to costs associated with replacement parts, labor, shipping and handling;
- 10.8.7. Repairs and replacements by the vendor(s) shall be completed and product(s) returned to the WIC clinic within thirty (30) calendar days of the vendor receiving the products;
- 10.8.8. During warranty period, vendor(s) shall provide up to one hundred (100) insect de-infestation treatments on Multi-User Electric Pumps per year at no cost to HHSC or the WIC clinics;
 - o If maximum de-infestation treatments are reached, vendor(s) shall agree to accept in warranty or out-of-warranty infested pumps for disposal;
- 10.8.9. Vendor(s) shall agree to accept out-of-warranty or "excluded from warranty" products described in this bid proposal for disposal at no cost with no requirement for WIC clinics to contact 3rd party source;
- 10.8.10. For breast pumps that are sent to the vendor(s) for repair, de-infestation, cleaning, and destruction, a written notice of receipt must be provided from the vendor(s) to the WIC LA/clinic immediately upon receipt of the breast pump.

10.9. Replacement and Accessory Parts:

- 10.9.1. Be available throughout the duration of the contract for WIC Clinics to order separately from the vendor(s);
- 10.9.2. Include, but are not limited to, coolers or insulated carrying cases, electric outlet adapters, tubing, diaphragms, valves, flanges, and vehicle adapters;
- 10.9.3. Awarded vendor(s) shall keep all replacement parts in stock at all times and ship within seven (7) business days of WIC LA/Clinic request.

10.10. Order Fulfillment shall meet the following criteria:

- 10.10.1. HHSC Ordering Authority may contact the awarded vendor(s) with specific order quantities approximately four (4) times per year;
- 10.10.2. Awarded vendor(s) will be provided the requisition number by the HHSC Ordering Authority upon each order;
- 10.10.3. See Exhibit C-1 for Historical Annual Orders. Order quantities may vary and there is no guarantee on the amount or the type of products purchased. HHSC reserves the right to increase or decrease quantities as needed.

HHS Procurement and Contracting Services

10.11. Packaging shall meet the following criteria:

- 10.11.1. Multi and single-user electric pumps shall be packaged one (1) increment per shipping box;
- 10.11.2. Milk collection kits shall be packaged ten (10) increments per shipping box;
- 10.11.3. Manual pumps shall be packaged ten (10) increments per shipping box;
- 10.11.4. Vendor(s) shall indicate increments of products per shipping box in bid;
- 10.11.5. Additional sized breast flanges or breast flange sets:
 - o 31.0 mm or smaller shall be packaged Twelve (12) increments per shipping box;
 - o Larger than 31.0 mm shall be packaged Twelve (12) increments per shipping box;
- 10.11.6. Each shipping box shall be clearly labeled on the outside with the product item number, name and quantity in box.
- 10.11.7. Each Multi-User shipping box shall be labeled on the outside with barcode which identifies the breast pump serial number and is easily readable by a standard bar code reader. The label should:
 - o Be color coded and easily distinguishable from other labels.
 - o Be easily visible and accessible for scanning.

10.12. Shipping and Delivery shall meet the following criteria:

- 10.12.1. Delivery to one (1) shipping centralized location;
- 10.12.2. Vendor(s) shall fulfill each HHSC order as one (1) order. Information from individual LA orders will not be provided;
- 10.12.3. HHSC requires delivery within forty-five (45) days after the HHSC Ordering Authority submits the order notification to the vendor(s);
- 10.12.4. Vendor(s) shall provide the HHSC Ordering Authority with a shipping schedule that includes delivery dates and quantities for HHSC review and approval within two (2) working days after each order notification.
 - o HHSC approval is required prior to finalizing shipping schedule;
 - o Vendor(s) must notify HHSC Ordering Authority for approval if variances with the shipping schedule's dates or quantities occur as soon as vendor is aware of variances;
- 10.12.5. Shipping errors or variances are to be rectified by the vendor(s) at no cost to HHSC;
- 10.12.6. Vendor(s) shall ship all ordered products to designated shipping location, which will be shared upon award;
- 10.12.7. Vendor(s) shall notify the designated contact at the shipping location by telephone or email, two (2) working days prior to delivery to confirm a tentative time and date of delivery. If delivery is attempted without notification or outside HHSC delivery hours, shipment may be refused at no cost to HHSC. Designated contact information and delivery hours will be provided upon award;
- 10.12.8. Each Multi-User shipping box shall be labeled on the outside with barcode which identifies the breast pump serial number and is easily readable by a standard bar code reader. The label should:
 - o Be color coded or easily distinguishable from other labels.
 - o Be easily visible and accessible for scanning.
- 10.12.9. Each shipping box shall be clearly labeled on the outside with the product item number, name, and quantity in box.
- 10.12.10. Freight shipped shall be on pallets. Pallets shall be stacked no higher than 50" high, and pallets shall not be stacked on top of one another;
- 10.12.11. Each pallet shall be clearly labelled and identify product item number; product name and total quantity in pallet.
- 10.12.12. Different product types shall not be mixed in the same shipping box or on the same pallet;
- 10.12.13. Pallets shall be shrink wrapped;
- 10.12.14. Shipments that contain broken, damaged, or incomplete shipping boxes may be refused and will be noted on the packing list for replacement at no additional cost to HHSC;
- 10.12.15. Vendor(s) shall complete orders in full shipping boxes; partial shipping boxes will not be accepted by HHSC;
- 10.12.16. A packing slip, which shall include the corresponding purchase order number, the product item number, name, and quantity shall, accompany each delivery. Deliveries made without packing slips may be refused and sent back to vendor at no cost to HHSC;
- 10.12.17. Vendor shall notify HHSC Ordering Authority of any shipping discrepancies, which may include, but are not limited to shortages, overages or variances with dates or quantity, within two (2) business days;
- 10.12.18. HHSC shall notify and work with vendor(s) regarding changes that may occur in shipping procedures during the term of the contract or on an as needed basis.

HHS Procurement and Contracting Services

10.13. Other Responsibilities and Expectations:

- 10.13.1. Vendor(s) shall not directly market, solicit materials, or communicate with LAs unless prior written authorization is granted from HHSC Ordering Authority or unless resolving warranty issues;
- 10.13.2. Vendor(s) shall not include coupons, advertisement of infant feeding supplements, feeding or suckling devices unrelated to contracted products, or other promotional items in any of the WIC deliverables unless prior written authorization is given by the HHSC Ordering Authority;
- 10.13.3. Vendor shall maintain a record of insect de-infestations provided during the year. Record should include LA or WIC Clinic name and dates of service. Record shall be provided to the HHSC Ordering Authority upon request.
- 10.13.4. Upon award, the vendor(s) shall be willing to designate a phone number and email address for Texas WIC services;
- 10.13.5. Vendor customer service representatives shall be knowledgeable of TX WIC contract service and warranty requirements and provide technical assistance to LAs or WIC Clinics;
- 10.13.6. Upon award, the vendor(s) shall designate a representative to specifically provide technical assistance to the HHSC Ordering Authority. Technical assistance may include, but is not limited to warranty issues, shipping discrepancies, and special orders;
- 10.13.7. The designated vendor representative shall:
 - o be available M-F 8am-5pm CT, excluding Federal holidays;
 - o return emails, and phone call requests and inquiries from HHSC and LA clinics within two (2) business days;
 - o provide a solution to all inquiries or conflicts within five (5) business days;
- 10.13.8. Vendor(s) shall communicate customer service policy and procedures to HHSC upon award. Vendor(s) shall implement an escalation process for recurring customer service issues.

10.14. Samples

Respondent shall submit samples of products they choose to bid on as describe below. All samples may be provided in a separate package labeled "SAMPLES".

- o Multi-User Electric Pump with caring case soft and hard case
- o Sterile Milk Collection Kit for use with the Multi-User Electric Pump
- o Single-User Electric Pump
- o Manual Pump
- o Additional different sized breast flanges

10.15. Adding or Deleting Services:

HHSC/WIC reserves the right, in its sole discretion, to add or delete products or services during the period(s) covered under the awarded contract. All additions or deletions will be processed through HHSC PCS. The rate at the time of the addition or deletion shall be the same as the rate quoted in the contract for the same model product or service. The effective date of any addition or deletion will be no later than five (5) business days after receipt of HHSC's written notification of said addition or deletion. For this purpose, written notification includes registered mail, regular mail, facsimile transmission with confirmation of receipt, or email with confirmation receipt. For any additions, PCS will provide a revised PO to Successful Respondent. The total number of additions allowed is determined by the number WIC chooses to purchase. For any deletions, PCS will provide a revised PO to Successful Respondent along with a letter indicating the effective date of the deletion, the amount of the reduction or refund (if any), and the equipment serial number, if applicable.

- 10.16. Awarded contractor shall furnish all labor, tools, transportation, equipment, materials, and supplies, as necessary. Awarded contractor shall be responsible for supervision, clean up and disposal, and must have all applicable permits, licenses, and insurance coverage.

11. HOURS AND DAYS SERVICES ARE TO BE PERFORMED

- 11.1. Services are to be performed between the hours of 8:00AM – 5:00PM. Any minor adjustment call back services will be performed during regular hours. Awarded contractor is responsible for not interfering with normal flow of business.
- 11.2. HOLIDAYS: The holidays observed by the State are listed on the following link <http://www.hr.sao.texas.gov/Documents/Holidays/Holidays2020.pdf> "Holiday Schedule." HHSC does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by the state or the Contractor, then Contractor shall fulfill obligations at NO additional expense to the HHS agency.

HHS Procurement and Contracting Services

11.3. 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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12. TERM OF CONTRACT

12.1. Initial Contract Term: The initial term of Contract is 09/01/2020 – 08/31/2022, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may renew or extend this Contract. However, in no event may the Contract term, including all renewals and extensions, exceed 4 years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond 4 years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State.

12.2. Cost/Price Adjustments: Price increases are not awarded automatically at contract renewal. The awarded respondent must request a price increase in writing. The pricing adjustments for contract renewal are based on increase in the Consumer Price Index (CPI). The State of Texas shall permit "unit price" adjustments upwardly or downwardly when correlated with the Price Index specified herein. Unless otherwise indicated, the Price Index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the Index announced for the month in which the bids opened. Unit prices may be adjusted for each renewal period in accordance with changes in the Index. The allowable percent change shall be calculated by subtracting the Baseline Index from the Index announced for the month in which the renewal option is exercised and dividing the result by the Baseline Index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall be the maximum unit price adjustment permitted, except that the vendor may offer price decreases in excess of the allowable percent change. Price increases for all renewal periods shall be based on the CPI-W.

The CPI-W Baseline Index month and year for the renewal period is: August 2022.

12.3. If the Federal Minimum Wage Rate increases during the term of this service, the minimum wage rate paid to janitors or workers will be increased and fees to the respondent may be increased. This increase may be paid upon HHSC's receipt of written notification from the respondent that the Federal Minimum Wage Rate has increased. No increase can be provided prior to the actual date of the Federal Minimum Wage Rate increase.

12.4. The decision to renew this contract shall be at the sole discretion of HHSC. Such renewal shall be subject to all specifications and terms and conditions of the contract resulting from this procurement. By submission of a response to this solicitation, respondent agrees to be bound, for the initial term of the contract and for any and all renewal terms that HHSC may elect to exercise, and to perform the services described at the rates quoted in the IFB.

12.5. Option to Extend Services including Emergency 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 HHSC 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. HHSC may exercise this option upon thirty (30) days advanced notice to the awarded respondent.

12.6. 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.

HHS Procurement and Contracting Services

13. CONTRACTOR'S RESPONSIBILITIES

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. The Contractor will be responsible for all employment taxes and other payroll withholding for their employees.
- 13.5. 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.
- 13.6. 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.

14. FORMER EMPLOYEES OF A STATE AGENCY:

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 572.069](#) 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.

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.

15. CONTRACTOR'S PERFORMANCE:

- 15.1. 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.
- 15.2. 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 as the need arises.
- 15.3. All services and deliverables must meet or exceed the required levels of performance specified in this solicitation.
- 15.4. 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.
- 15.5. 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.
 - Failure to reach agreement on corrective action.
 - Failure to perform in accordance with corrective action plan.
 - Numerous, repeated violations of this contract and corrective action plan(s).

HHS Procurement and Contracting Services

- 15.6. 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.
- 15.7. 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.

16. REMEDIES AND DISPUTES

- 16.1. 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.
- 16.2. 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.
- 16.3. 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:
- 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
 - If awarded contractor disagrees with the HHS agency's findings, its reasons for disagreeing with the findings.
- 16.4. The awarded contractor's noncompliance may result in delayed payment or non-payment as determined by HHS agency.
- 16.5. 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.
- A detailed explanation of the reasons for the cited deficiency;
 - Awarded contractor's assessment or diagnosis of the cause; and
 - A specific proposal to cure or resolve the deficiency.
- 16.6. 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.

17. REFERENCES

Respondents must submit with response a list of business references a minimum of 3 and maximum of 5 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 Appendix B "References"). 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.

18. INVOICING AND PAYMENT

- 18.1. 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.
- 18.2. 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.
- 18.3. Payment for services will be made by the HHS ordering agency in accordance with the Pricing Schedule.
- 18.4. 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.
- 18.5. Failure to submit required information may result in delay of payment or return of invoice.

HHS Procurement and Contracting Services

- 18.6. No payment will be made under the contract until and unless the HHS agency approves the services performed.
- 18.7. Prices shown on "Pricing Sheet (Exhibit C)" 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.
- 18.8. 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.

19. **INSURANCE**

- 19.1. 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. See also, Exhibit B, General Insurance Requirements.
- Statutory Worker's Compensation and Employer's Liability with minimum of \$100,000.00.
 - 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.
 - 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.
 - 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.
- 19.2. 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 subcontractor'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.

20. **MINOR INFORMALITY OR WITHDRAWAL OF RESPONSE**

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.

21. **EVALUATION**

- 21.1. Any negative result concerning submission information, references or forms may cause response to be disqualified.
- 21.2. In evaluating 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](#).
- 21.3. All responses will be evaluated in a standard manner and will be rated according to the following criteria:

HHS Procurement and Contracting Services

21.3.1. COST OF SERVICES SPECIFIED IN SOLICITATION

Costs of services are significant in the overall evaluation of the responses. However, HHSC/PCS 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.

21.3.2. EXPERIENCE AND PERFORMANCE RECORD

PCS reserves the right to consider Respondent's 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.

21.3.3. CAPABILITIES

Evaluation 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

22. **PRICING**

Respondents must propose their pricing based on the specifications in this solicitation. Respondents must indicate their pricing in the format on the attached "Pricing Schedule" form. 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.

23. **AWARD**

23.1. 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 reserves the right to make multiple awards or partial awards. HHSC/PCS shall be sole judge of "the best interest of the State."

23.2. 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.

24. **INSTRUCTIONS FOR SUBMITTING RESPONSES**

24.1. 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 (1) 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.

24.2. **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:

- Original, signed, dated, and completed solicitation form.
- Exhibit A, Affirmations and Solicitation Acceptance, page 1-9
- All addendums (if issued).
- Exhibit D Criteria Response Sheet.

HHS Procurement and Contracting Services

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.

25. **PROTEST PROCEDURES**

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

26. **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.

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:

- Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.
- Managing the financial aspects of the contract including approval of payments.
- Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.
- Identifying a breach of contract by assessing the difference between contract performance and non-performance.
- Other areas as identified by the Comptroller of Public Accounts' State of Texas Procurement and Contract Management Guide, latest edition.

HHS Procurement and Contracting Services

Appendix A – RESPONDENT CHECKLIST FOR SUBMISSION OF RESPONSE

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

- Respondent should submit response in accordance with the instructions on the PCS 137. Mailed in Response must be submitted in a sealed envelope referencing the following information in the lower left corner of the envelope: opening date & time, solicitation number and respondent's name and address. Unsigned responses will not be considered under any circumstance.

- Appendix A – Respondent Checklist for Submission of Response

- Respondent must submit with response a list of business references on Appendix B References Form. Failure to submit required list of references may cause response to be disqualified

- Exhibit A - Affirmations and Solicitation Acceptance, pages 1-9

- HUB Subcontracting Plan (HSP)

- Exhibit C -Pricing Sheet

- Signed Copy of Addenda, if applicable

- Samples, as applicable

- Exhibit D - Criteria Response Sheet

HHS Procurement and Contracting Services

Appendix B – Respondent Reference Form

Respondents must submit with response a list of business references a minimum of 3 and maxium of 5 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:



HHS Procurement and Contracting Services

ADDITIONAL TERMS AND CONDITIONS

Awarded Contractor must comply with the applicable Federal provisions of the following statutes, regulations, and executive orders concerning federal procurement which are hereby incorporated into the contract.

1. Equal Employment Opportunity

Vendors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60), which prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. As required by Executive Order 11246, Vendors shall also take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

2. Civil Rights

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). TDD users can contact USDA through local relay or the Federal Relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice users).
USDA is an equal opportunity provider and employer.

3. Clean Air Act

Vendors acknowledge that no Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) of the Clean Air Act for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. Vendors acknowledge that this prohibition shall continue until the Administrator of the Environmental Protection Agency certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2) of the Act, the condition giving rise to the conviction also shall be considered to include any substantive violation of the Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

Vendors shall comply with all order(s) issued by the President not more than 180 days after enactment of the Clean Air Amendments of 1970 to implement the purposes and policy of the Act to protect and enhance the quality of the Nation's air which (1) require each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities; and (2) set forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

Vendors acknowledge that the President may exempt any contract, loan, or grant from all or part of the provisions of section 306 of the Clean Water Act where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

4. Clean Water Act

Vendors acknowledge that pursuant to section 309 of the Clean Water Act, no Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of the Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

Vendors shall comply with all order(s) issued by the President not more than 180 days after enactment of the Clean Water Act to protect and enhance the quality of the Nation's water which (1) require each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of the Act in such contracting or assistance activities; and (2) set forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

Vendors acknowledge that the President may exempt any contract, loan, or grant from all or part of the provisions of section 309 of the Clean Water Act where he determines such exemption is necessary in the paramount interest of the United States and that the President shall notify the Congress of such exemption.

HHS Procurement and Contracting Services

Vendors acknowledge that (1) no certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of section 309 or a prohibition or requirement issued in the implementation of section 309; and (2) in paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act [41 U.S.C. 403(12)].

5. Anti-Lobbying Act

Vendors shall comply with the Anti-Lobbying Act, which prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan.

As required by 31 U.S. Code, section 1352, and as implemented at 34 CFR Part 82, persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, shall certify that:

no federal appropriated funds have been paid or will be paid, by or on behalf of the person executing the certification, to 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 in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement; and

if any funds other than federal appropriated funds have been paid or will be paid to 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 in connection with this federal grant or cooperative agreement, Vendors shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Vendors shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

6. Americans with Disabilities Act

Vendors shall comply with the Americans with Disabilities Act 42 USC Section 12101 et seq., which prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

7. Drug-Free Workplace Statement

Vendors shall comply with the following guidelines promulgated in accordance with the Drug Free Workplace Act of 1988: (1) the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place; (2) violators may be terminated or requested to seek counseling from an approved rehabilitation service; (3) employees must notify their employers of any conviction of a criminal drug statute no later than five days after such conviction; and (4) contractors of federal agencies shall certify that they will provide drug-free workplaces for their employees.

8. Debarment and Suspension

Vendors acknowledge that (1) transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards; (2) subcontracts are not included; (3) the dollar threshold for covered procurement contracts is \$25,000; and (4) contracts for federally required audit services are covered regardless of dollar amount.

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110, Vendors shall certify that they and their principals:

- 8.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 8.1.2. Have not within a three-year period preceding the application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

HHS Procurement and Contracting Services

- 8.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and
- 8.1.4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default

Vendors acknowledge that if they are unable to certify to any of the statements in the certification, they shall attach an explanation to the application.

9. Royalty-Free Rights to Use Software or Documentation Developed

Vendors acknowledge that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.