TEXAS Health and Human Services

HHS Procurement and Contracting Services

SOLICITATION DOCUMENT

Invitation for Bid (IFB)
Check one: ☒Formal ☐Informal

Solicitation No.:	Issue Date:	Response Due Date:
HHS0009226	**October 14, 2020**	**November 10, 2020 at 10:30AM 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:	Mail Response:	Ship to or Service Delivered to Location:
Purchaser: Nicole Hutchison Phone: 512-921-8218 Nicole.hutchison@hhsc.state.tx.us	See Section 4.3 of the solicitation **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** ***(You must be registered in order to submit online.)***	1106 Clayton Lane, Austin, TX 78723

Source of Authority	☒ CPA/TPASS	☐ DIR	☐ Other:

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 HHS0009226

1. INTRODUCTION AND PURPOSE OF SOLICITATION

The Health and Human Services Commission (HHSC) Procurement and Contracting Services (PCS) on behalf of HHSC Emergency Management seeks to establish one or more contracts with qualified entities (Contractors) who can provide Emergency Freight Services (EFS) to be utilized throughout Texas in response to public health emergencies (Emergency Preparedness) or natural disasters (Disaster Response) as defined by the Texas Division of Emergency Management (http://gov.texas.gov/disabilities/resources/emergency_management) and in accordance with the specifications contained in this IFB.

NIGP Codes:
958-47-Freight Management Services
962-86-Transportation of Goods, Shipping and Handling, and other Freight Services
990-36-Emergency Facility Support Management

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.
- 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.
- 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.

- Work Plan – A plan that describes how services will be delivered and includes specifics such as what types of services will be provided, who will be responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. The work plan will be part of the contract.

4. INSTRUCTIONS TO RESPONDENTS

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

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:

A. 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).
B. Include the respondent's name, address and telephone number on the face of all sealed envelope(s) or sealed carton(s).

U.S. Postal Service	Overnight/Express Mail or Hand Delivery
HHSC Procurement and Contracting Services (PCS) Bid Room Attn: Nicole Hutchison P.O. Box 149166 Austin, TX 78714-9166	HHSC Procurement and Contracting Services (PCS) Bid Room Attn: Nicole Hutchison 1100 West 49th Street; Mail Code 2020 Building S 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. The System Agency will not be held responsible for any Solicitation Response that is mishandled prior to receipt by the System Agency. The System Agency will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's proposal.

All Solicitation Responses become the property of HHSC after submission and will not be returned to Respondent. It is the Respondent's responsibility to appropriately mark and deliver the Solicitation Response to HHSC by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice of receipt from a commercial carrier; or, any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

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.

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

Respondent Contact Person:

Respondent Contact Phone Number:

Respondent Contact Fax Number:

5. QUESTIONS

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

Purchaser's Name: Nicole Hutchison
HHSC/ PCS
Tel: 512-921-8218
Email address: Nicole.hutchison@hhsc.state.tx.us

Questions may also be submitted directly to the sole point of contact through the HHS Online Bid Room. See Appendix D. Direct all communications relating to this solicitation to the HHSC/PCS contact person named above. All other communications between a respondent and HHS agency staff concerning this solicitation are prohibited. In no instance is a respondent to discuss cost information contained in a response with the HHSC/PCS point of contact or any other staff prior to response evaluation. **Failure to comply with these requirements may result in response disqualification.**

Sole point of contact for HUB inquires is listed in Appendix F: IFB HUB Information

6. PCS AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS SOLICITATION

PCS will post all official communication regarding this solicitation on the ESBD 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 ESBD website. Respondents should check the website frequently for notice of matters affecting the solicitation.

7. PROCURMENT SCHEDULE

The following table documents the critical pre-award events for the procurement. All dates are subject to change at HHSC's discretion.

Procurement Schedule	
IFB Release Date	October 14, 2020
Vendor Question Due	October 21, 2020 at 5:00 PM CST
HHSC Posts Responses to Vendor Question	October 26, 2020
Courtesy HUB Subcontracting Review by Marcus Gomez (optional)	October 26, 2020
Proposals Due	November 10, 2020 at 10:30AM CST
Anticipated Contract Start Date	January 1, 2020

8. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

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.

During the term of the original contract, HHSC and the awarded contractor(s) may have the opportunity to modify its arrangement, which may require a new scope of work through an amendment, renewal, or extension of the contract. As a result, the amendment, renewal, or extension of the contract may potentially increase the contract value to equal or exceed $100,000. As applicable and in accordance with statute and the HUB rules, the HHSC HUB Program Office may review the proposed amendment, renewal, or extension for potential subcontracting opportunities and for the inclusion of the **HUB Subcontracting Plan (HSP)**.

HUB Information is located as attachment to this bid solicitation as zip file "HUB Subcontracting Plan".

9. ESTIMATED QUANTITIES

9.1. 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.

10. METHOD AND TERMS FOR ORDERING

10.1. 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.

10.2. 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 as stated in Section 10, Scope of Work (SOW) to Be Performed.

11. SCOPE OF WORK (SOW) TO BE PERFORMED

11.1. Awarded contractor(s) 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. Emergency Freight Services includes drivers and equipment providing transportation and delivery of freight with logistical support, routing and tracking of commodities and services. The contract(s), if any, will include freight of commodities such as ice, water, medical goods, pharmacology and other disaster-related emergency services. Key components of this contract involve rapid response with specific timeframes related to statewide events impacting the preservation of life. Contractors shall be responsible for obtaining, securing and maintaining all related equipment and required support necessary to fulfill the requirements of the contract.

11.2. Project Scope:
The required service area is statewide and is dependent upon the nature of the disaster relief effort and the area affected by the formally declared state of emergency. HHS agency may notify the Contractor(s) to provide on-site logistical services and support to respond to the State Operations Center in accordance with the Scope of Work. The Contractor(s) will be responsible for obtaining, securing, maintaining all related equipment, and required support necessary to fulfill the requirements of the SOW throughout the term of the contract.

11.2.1. Current Environment: The emergency transportation environment is a very complex and dynamic environment. The level and complexity of support depends on the nature and scope of the emergency or natural disaster. This support consists of the movement, maintenance and securing of equipment and commodities. Key components of any successful support include integration of effective tracking systems for assets and commodities as well as comprehensive dispatch, fleet management and other services. The emergency environment requires, but is not limited to: rapid mobilization, flexibility and the ability to maintain complete situational awareness through real-time tracking, and database management. To be responsive to emergency needs, the State may request pre-staging of assets six to twenty-four (6-24) hours prior to the disaster or event, hence the need for services to be readily available within two to six (2-6) hours of notification is required. This shall include any day, any time, including weekends and holidays. Contractor(s) must accurately estimate future arrival times and provide real-time delivery and pickup status notification of completed, attempted, or refused delivery and or pickup. In addition, response operations must be sustainable in locations where damage to infrastructure may require alternate communications, power generation, and other critical services. Additional considerations may be required for operating in a security-sensitive or medically-sensitive environment, where protective equipment or other worker precautions may be necessary.

11.2.2. Activation environment/process: Contractor(s) will be notified by email and/or phone of contract activation by HHSC personnel when the need arises. Confirmation must be given within two (2) hours of receipt of activation. All requests will include relevant shipment information and be issued with a manual purchase order to the vendor. Amounts are estimated, and invoiced amount should be for actual services rendered. Contractor(s) should provide a list of any foreseeable tolls, weight surcharges, fines or other charges that may be associated with the load. Prior to rendering services, any additional charges must be approved by the agency/authorized representative. Contractor(s) must agree not to perform any services until an HHS agency issues a manual purchase order to the Contractor(s).

11.2.3. Applicable Laws and Standards: The Contractor(s) must provide service in accordance with all federal, state, and local applicable laws, standards and regulations necessary to perform the services, including, but not limited to:

- The regulations of the Federal Motor Carrier Safety Administration as compiled in Title 49, Code of Federal Regulations (49 CRF Parts 300-399);
- Texas Motor Vehicle and Traffic Laws; and
- All applicable provisions of State of Texas laws, the Code of Federal Regulations and United States Department of Transportation requirements governing the transportation of freight on the state highway system.

11.2.4. Requirements-Respondent Experience and Qualifications: Respondent must confirm and provide information in its response regarding required experience and qualifications for Disaster Response with a state or federal agency. If license, certification, or registration is required, the Contractor(s) must provide documented proof that all members of Contractor(s)'s staff has a current license, certification, registration, or other evidence of authority to practice the individual's profession. Recent start-up businesses or brokers do not meet the requirements of this solicitation.

PLEASE NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has relevant history or expertise. Two companies are considered to be affiliated if the two companies have a common parent company or if one is the parent or subsidiary of the other.

Contractor(s) must have a minimum of two (2) years' experience (within the last five years) in performing contracts with state or federal agencies requiring freight services and deliverables similar in scope and complexity to those specified in this IFB. Respondent shall submit in its proposal a list of references for all identical and similar services, which (a) are similar in size and scope to the requirements of this IFB, and (b) will demonstrate the experience and qualifications requirements for services completed within the past five (5) years to:

- transport product to multiple locations, particularly areas located near the Texas coast, or other possible staging areas:
  - Beaumont
  - Corpus Christi
  - Galveston
  - Harlingen/Brownsville
  - Houston
  - Lufkin
  - San Antonio
  - Victoria
- deploy within two (2) hours of notification.
- begin loading product within six (6) hours of notification.
- respond during emergency periods with high volume request on short notice.

Respondent's references concerning contract experience must include the following information:

- Contract Description
- Contract Dates
- State or Federal Agency Name
- Points of Contact
- Address
- Telephone Number and E-mail Address
- Billable Hours

11.2.5. Requirements - Trailer Assets: The Contractor(s)'s trailers used in emergency freight services must meet the following requirements, at a minimum:

- Must be self-sustaining in the event electricity is not available. The Contractor(s) must always have the ability to maintain service for refrigerator and freezer units. Fuel must be topped off any time a trailer is dropped.
- Can operate 24 hours, 7 days per week, 365 days per year.
- Be ready to move to new sites as stipulated at the request and authorized direction of the contracting HHS agency. Trailers may be mobilized by onsite hotshot services, unless contractor(s) indicate otherwise.

11.2.6. Contractor(s) must provide vehicle tracking information that is available real-time to the contracting HHS agency's emergency operations management team so that operations can be coordinated with other emergency service providers. Respondent must provide specific information regarding the vehicle GPS tracking system used to efficiently and effectively manage its business fleet on Appendix E- Vehicle GPS Tracking Information. HHSC requires vehicle tracking methods that will deliver real time information on the location, activity and mobile inventory of the vehicles

assigned to each HHS agency mission request. Vehicle tracking methods do not require GPS tracking systems so long as vehicles can be tracked in real time by other means.

11.2.7. Contractor(s) must provide continuous voice and data communications with and within its emergency field operation to ensure proper delivery of services and trailers when the local communications infrastructure (land phones, mobile devices that depend on local cell phone antenna networks, and internet connectivity) is disabled and main power is unavailable. Contractor's field operation shall demonstrate an ability to send and receive telephone, fax, and e-mail communication continuously throughout the duration of an emergency event.

11.2.8. Contractor(s) must always be able to track and communicate with their drivers to ensure that service is being performed and that on-demand service requests are handled in a timely and accurate manner.

11.2.8.1. The following is a listing of the equipment/assets/personnel which Contractor(s) may be required to provide under the contract. This list should not be considered all-inclusive.

a. Transportation Asset with Driver (all vehicles below must have a lift gate with minimum 3,000-pound capacity):
   1) Semi-tractor - Truck Load (TL) – 53 Foot Trailer
   2) Semi-tractor - Less Than Truck Load (LTL) Size
   3) Straight Truck with box - refrigerated/freezer (must be monitored for compliance)
      - (-85) to (-20) °C, as ordered;
      - (-22) to 8°C, as ordered;
      - 15 to 43°C, as ordered.
   4) Straight Truck with box - dry
   5) Semi-tractor – no trailer
b. Trailer Rental
   Contractor's fixed rental rates shall begin upon the delivery and placement and shall end upon the pickup of the trailer, which shall be no later than 24 hours from notice that trailer is ready for pickup, for the following:
   1) Fixed rental rate for daily, weekly, and monthly options for:
      - Dry storage
      - Refrigerated storage
      - Freezer storage
        - Delivery Rate
        - Pickup Rate
c. Trailers
   The services required from Contractor(s) shall include having the trailer placed and stabilized to be utilized for storage purposes. Contractor(s) will provide trailers that meet the following requirements:
      - Refrigerated with power, 53 Foot
      - Freezer with power, 53 Foot
      - Dry storage, 53 Foot

      PLEASE NOTE: Contractor shall be responsible for fuel and, at the request of the agency, re-fueling to maintain the operation of the refrigeration and freezer units on a 24 hour, 7 days per week basis.

11.2.9. The contracting HHS agency, as agent of the State of Texas, has the right to perform operational readiness and safety inspections on all Contractor vehicles, and has the authority to decline any vehicle resource, including drivers, that is not mission-ready, in the sole opinion of the contracting HHS agency.

12. HOURS AND DAYS SERVICES ARE TO BE PERFORMED

12.1. Services are to be performed between the hours of 12:00am and 11:59pm. Awarded contractor is responsible for not interfering with normal flow of business.

12.2. Frequency of Service: as needed.

12.3. The awarded contractor must provide two 24-hour contact numbers and names in case of any urgent issue that may arise. A representative of awarded contractor's company must be available at all times. The Contractor(s) must designate a point of contact and an alternate to be available on a 24 hour, seven (7) days per week basis and must respond to notification(s) of request for EFS within one hour of notification by HHS agency.

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

Primary Point of Contact	Phone Number	Cell Number

Secondary Point of Contact	Phone Number	Cell Number

12.4. At the request and direction of the contracting HHS agency, the Contractor(s) must provide a liaison to report to the State Operations Center in Austin, Texas, a staging area, or other designated location for logistical purposes. The Contractor(s)'s representative(s) must be responsible for providing liaison services and coordination of all the contractor(s)'s transportation assets. Upon notification, the Contractor(s) shall mobilize representative(s) within 12 hours to arrive to location(s) designated by HHS agency within 24 hours of the notification.

13. TERM OF CONTRACT

13.1. Initial Contract Term: The initial term of Contract is **01/01/2021-08/31/2022 with three (3) one-year renewals**.
Initial Term: 01/01/2021-08/31/2022
1st Renewal: 09/01/2022-08/31/2023
2nd Renewal: 09/01/2023-08/31/2024
3rd Renewal: 09/01/2024-08/31/2025

13.2. 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: January 2021**.**

13.3. 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.

13.4. Option to Extend Services: The respondent by submission of a response to this solicitation agrees that HHSC may require continued performance, beyond the initial term or renewal contract term, of any of the herein described services at the rates specified herein. This option may be exercised more than once, for the purpose of meeting 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 notice to the awarded respondent.

14. CONTRACTOR'S RESPONSIBILITIES

14.1. 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.

14.2. 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.

14.3. 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.

14.4. The Contractor will be responsible for all employment taxes and other payroll withholding for their employees.

14.5. The Contractor shall be responsible for damage to the HHS agency's equipment, and/or the workplace and its contents by its works, its negligence in work, its personnel, or its equipment. The Contractor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for an HHS agency.

14.6. The Contractor shall have local telephone service. The use of a recording/answering device, or an answering service, is not acceptable except for after normal business hours. Normal business hours are considered to be between 8:00 AM and 5:00 PM Monday through Friday, unless otherwise stated in the solicitation. An emergency 24-hour response number must be provided to allow immediate contact of the Contractor.

14.7. The Contractor shall have available, under its direct employment and supervision, necessary organization and facilities to properly fulfill services required under the resulting contract and only personnel trained in completing the services shall be employed under and for this contract.

14.8. No subcontract under a contract resulting from this IFB shall relieve the Contractor of responsibility for the services. No Contractor shall subcontract any of its obligations under its contract without prior written approval of the contracting HHS agency. Any subcontract entered into by a Contractor without prior written approval by the contracting HHS agency shall be void ab initio.

14.9. Contractor(s) must be the primary contact between its personnel and any subcontractors and the contracting HHS agency.

14.10. Contractor(s) must manage all quality and performance, project management, and schedules for its personnel and any subcontractors.

14.11. Contractor(s) is solely responsible and accountable for the completion of all work for which the Contractor has subcontracted to another party

14.12. Any subcontracting by Contractor of its obligations under a contract shall be at the Contractor(s)'s expense.

14.13. During the term of the contract, if the Contractor(s) determines a need for a change in personnel or a subcontractor, then the contracting HHS agency must be notified in writing in advance. Contractor(s) shall be required to provide the contracting HHS agency with references and work history for any proposed new personnel or any/subcontractor. Contractor(s) is not allowed to change Contractor(s)'s personnel without prior written authorization by the contracting HHS agency.

15. PERSONNEL QUALIFICATIONS

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

15.2. Respondents must provide an explanation of its staff resources, listing all Key Personnel for the Liaison and Transit Management Services, including the following requirements:

- Liaison. The Contractor(s) must designate a point of contact and an alternate to be available on a 24 hour, seven (7) days per week basis and must respond to notification(s) of request for EFS within one hour of notification by HHS agency. This information must be provided in Section 12.3, Hours and Days Services are to be Performed.

15.3. Requirements-Drivers:

15.3.1. The Contractor(s) must only use drivers who meet all requirements of the applicable regulations and statutes. All drivers must meet the following requirements, at a minimum:

- Have Hazardous Material Endorsement (if required for cargo being transported);
- Have a valid Commercial Driver's License (CDL) with appropriate
- endorsement(s) for type and size of vehicle operated and for cargo
- Have a minimum one-year experience in the correct handling, securing and transportation of freight;
- Speak, read, write and understand English;
- Be able to safely move and lift items weighing up to 75 pounds;
- Have no Driving Under Influence or Driving While Intoxicated incidents on driving record within the past three (3) years;
- Have no more than two moving violations on driving record within the past three (3) years;
- Have no suspended, expired or revoked CDL;
- Wear at all times when on duty a clearly visible identifying name badge with the company logo or a uniform with the driver's name and company name or logo clearly marked on the uniform;

- Be ready for deployment within two (2) hours of notification.
- Be ready (within 24 hours of notification) for trailer pick-up and/or possible load pickup and relocation, as stipulated at the request and authorized direction of the contracting HHS agency
- May not drive more than the maximum driver hours of service as established by the U.S. Department of Transportation.

15.4. All personnel representing a Contractor shall meet all service requirements of the contract and provide quality services to the contracting HHS agency.

16. PERSONNEL REQUIREMENTS/CONDUCT

16.1. Drivers must be self-sufficient for the length of their initial deployment. HHS agency will not pay for or reimburse for any expense or cost items. Shown below is a list of several items that are suggested as part of a driver's deployment "Go Kit". PLEASE NOTE: The listing of items for the driver's deployment "Go Kit" includes, but is not limited to, the following:

- Cell phone and charger (both automobile and AC voltage);
- Adequate cash and/or credit card(s) to purchase food and lodging;
- Extra clothes and personal hygiene items;
- Routine medications, if necessary;
- Food and water; and
- Sleeping bags.

16.2. All of Contractor(s)'s drivers and other employees who are activated in a public health emergency will be required to sign a Non-Disclosure statement provided by HHS agency. Signed copies of those Non-disclosure statements must be made available upon HHS agency's request.

16.3. Contractor(s)'s drivers must comply with all applicable rules, regulations and statutes, including but not limited to:

- The regulations of the Federal Motor Carrier Safety Administration (49 CRF Parts 300-399); and
- Texas Transportation Code, Title 2, Chapter 5.

16.4. Contractor(s) and/or assigned drivers must maintain a current fleet inventory, maintenance logs and operational status of all vehicles under contract for an emergency freight delivery event.

16.5. Respondent must provide in its proposal, a listing that documents all proposed transportation assets that will be made available to HHS for the purpose of this solicitation. Respondent must provide a listing of assets to be utilized during any type of possible emergency response, including a description of the types and capacities of each asset.

16.6. Contractor will provide King Pin locks and temporary weatherproof signage identifying all equipment contracted to an HHS agency, which must be used to protect and track all equipment required by a contract with an HHS agency. Contractor may not deviate from this requirement except with prior written approval of the contracting HHS agency.

16.7. The Contractor and contractor employees shall not use state equipment including but not limited to (computers, telephones, facsimiles, copiers, printers, calculators, typewriters), except for phone use in cases of emergency and/or to respond to work requests from the HHS agency. Only use of state equipment while performing duties at the State Operations Center is permitted upon permission of HHS Agency. Misuse of this equipment may result in termination of the contract.

16.8. The Contractor shall always have competent supervisors at the work location where services are being rendered. All supervisors must be able to communicate fluently in English. The supervisor shall be knowledgeable of the specifications of the contract and shall personally inspect the work to ensure that uniform first class workmanship is continually maintained.

16.9. Intoxicants and Illegal Drugs: The use of any kind of intoxicants or illegal drugs while on duty by the Contractor's employees may result in termination of the contract by the HHS agency. Contractor's employees shall not bring intoxicants or illegal drugs onto state property.

16.10. Quality and Job Progress: The Contractor shall maintain continuous awareness of the quality and completeness of the work performed/accomplished by his/her employees by personal inspection of the premises. The contractor may be required to inspect the job location/building with the contract administrator or designee.

16.11. The Contractor shall provide trained qualified personnel to perform/accomplish the work in accordance with the contract documents.

16.12. Absenteeism and Vacation: The Contractor shall provide substitutes for any workers not present for work. The Contractor shall provide relief personnel as necessary and/or work overtime at no cost to HHS agency to ensure that the requirements of this contract are performed/accomplished as required.

16.13. It is understood and agreed by the HHS agency and the Contractor that the Contractor is retained as an independent contractor and in no event shall any employee hired by the Contractor be considered an employee of the state.

16.14. The Contractor shall provide each employee used in the performance of work under the contract with adequate training to perform/accomplish the work competently as defined in the specifications.

16.15. Smoking: All facilities are nonsmoking buildings. CONTRACTOR'S EMPLOYEES ARE PROHIBITED FROM SMOKING IN ALL NON-DESIGNATED AREAS.

16.16. BACKGROUND CHECK: The awarded Contractor will conduct statewide DPS criminal and sex offender background checks on all the Contractor's permanent and temporary personnel and subcontractors scheduled to work on services under this contract. Supporting documentation confirming the completion of these comprehensive background checks may be subject to review upon request by the HHS agency. Failure to produce the requested documentation may be cause for cancellation of the purchase order. Any expense associated with the background checks will be borne by the Contractor. Complete background checks will be required before any contract employee begins work at a state building or on state property and may be requested any time thereafter. An independent third-party company must accomplish background checks and must include the following at a minimum. The background checks shall include, but not be limited to, the following:

- Social Security Number verification.
- Statewide criminal and sex offender records shall include, but not be limited to, all Texas counties and out-of-state counties based on the current and previous addresses of the applicant for the last seven years.
- Personnel with sex offender, child or adult abuse, or fraud offenses, shall not be allowed to work on this project and shall not be allowed access to the HHS agency offices, facilities, or documents. Personnel with misdemeanor offenses must receive prior approval by the HHS agency before being allowed to work under this contract.

16.17. Employees are required to wear uniforms and identifying badges at all times. Uniforms may be simple "company T-shirts" or smocks – or other approved apparel. All employees must wear clean/presentable uniforms. All contract personnel must prominently display their company identification cards - at all times.

17. CONTRACTOR'S PERSONAL CONDUCT:

17.1. While performing the services, contractor's and subcontractor's personnel must comply with applicable state rules, regulations, and HHS agency's requests regarding personal and professional conduct applicable to the service locations; and otherwise conduct themselves in a businesslike and professional manner. If the HHS agency determines in good faith that a particular employee or subcontractor's employee is not conducting himself or herself in accordance with this Section, the HHS agency may provide awarded contractor with notice and documentation concerning such conduct. Upon receipt of such notice, contractor must promptly investigate the matter and take appropriate action that may include:

- Removing the employee from the project;
- Providing HHS agency with written notice of such removal; and
- Replacing the employee with a similarly qualified individual in a period acceptable to HHS agency.

17.2. Nothing in the Agreement will prevent contractor, at the request of HHS agency, from replacing any personnel who are not adequately performing their assigned responsibilities or who, in the reasonable opinion of HHS agency staff, after consultation with contractor, are unable to work effectively with the members of the HHS agency's staff. In such event, awarded contractor will provide replacement personnel with equal or greater skills and qualifications as soon as reasonably practicable. Replacement of key personnel will be subject to the HHS agency review and approval. The parties will work together in the event of any such required replacement so as not to disrupt the overall project schedule.

17.3. The awarded contractor agrees that anyone employed by awarded contractor to fulfill the terms of the agreement is an employee of contractor and remains under contractor's sole direction and control.

17.4. The HHS agency may request the Contractor to remove any employee for cause, including but not limited to: poor or unacceptable performance of work, theft, abusive language or behavior, improper attire, in accordance with the terms and conditions of the contract. Occurrences of this type may be cause for termination of the contract.

18. 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.

19. CONTRACTOR'S PERFORMANCE:

19.1. 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.

19.2. 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.

19.3. All services and deliverables must meet or exceed the required levels of performance specified in this solicitation.

19.4. 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.

19.5. 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 contactor. 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).

19.6. 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.

19.7. 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.

20. REMEDIES AND DISPUTES

20.1. 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.

20.2. 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.

20.3. 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.

20.4. The awarded contractor's noncompliance may result in delayed payment or non-payment as determined by HHS agency.

20.5. 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.

20.6. 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.

21. REFERENCES

Respondents must submit with response a list of business references (minimum 3) for which they have provided similar services for in the last five years. Respondent's references should include at a minimum the company name, company point-of-contact, phone number, address, city, state, zip code and description of services provided, including language(s) interpreted (see attachment "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.

22. INVOICING AND PAYMENT

22.1. Contractor(s) must provide documentation of services meeting the following requirements:

- Confirmation of services delivered as required by HHS agency must be communicated to the persons designated by HHS agency.
- Documentation to confirm services shall match the information provided on the purchase order and shall include, at a minimum:
  - Description of equipment or service(s) (description must coordinate with equipment or service(s) ordered)
  - Date and time of service
  - Service Location – GPS coordinates (required by FEMA)
  - Quantity of Truck and Trailer Numbers
  - Invoice Numbers
- Supporting documentation shall include, but is not limited to:
  - Driver logs
  - Vehicle logs
  - Delivery logs
  - Bills of lading
  - Delivery and/or pick-up tickets

PLEASE NOTE: The contracting HHS agency has the absolute and unconditional right to modify, add, or delete documentation, forms and reporting objectives to satisfy requirements levied on the state to validate associated expenses.

22.2. 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.

22.3. 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.

22.4. Payment for services will be made by the HHS ordering agency in accordance with the Pricing Schedule.

22.5. 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.

22.6. Failure to submit required information may result in delay of payment or return of invoice.

22.7. No payment will be made under the contract until and unless the HHS agency approves the services performed. Contractor must re-submit any invoice requiring correction to HHS agency with a new invoice date.

22.8. Prices shown on "Pricing Schedule (Appendix 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.

22.9. 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.

23. INSURANCE

23.1 For the full term of the Contract, including the original Contract term and all periods of renewal and all additional extensions, Contractor and its Subcontractors, if any, shall obtain and maintain all insurance coverage as set forth below. Contractor shall be responsible for ensuring its Subcontractors' compliance with all requirements.

23.1.1 Workers' Compensation & Employers Liability- Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation in favor of The Texas Health and Human Services Commission, employer's liability insurance of not less than:
$1,000,000 each accident;
$1,000,000 disease each employee; and
$1,000,000 disease policy limit.
Workers' compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Texas Labor Code.

23.1.2 Commercial Automobile Liability- Comprehensive Automobile Liability Insurance, covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000 per accident. No aggregate shall be permitted for this type of coverage.

23.1.3 Commercial General Liability Insurance - Including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:
$1,000,000 per occurrence;
$2,000,000 general aggregate;
$5,000 Medical Expense each person;
$1,000,000 Personal Injury and Advertising Liability;
$2,000,000 products and completed operations aggregate;
$50,000 Damage to Premises Rented to You; and
Coverage shall be on an "occurrence" basis.
The term "You" as reference in Subsection above, means the Contractor.

23.1.4 Umbrella/Excess Liability- Umbrella Liability Insurance. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount $1,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove.

The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted**.**

23.1.5 All required bonds and insurance shall be in a form satisfactory to the HHS Agency and must be issued by companies or financial institutions that:
(1) have a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.;
(2) have a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.; and
(3) are duly licensed, admitted and authorized to do business under the laws of the State of Texas.
(4) The HHS Agency shall be named as the obligee in each required bond.

All required insurance contracts must:
(1) be written on a primary and non-contributory basis with any other insurance coverages the Contractor currently has in place; and
(2) include a Waiver of Subrogation Clause in favor of the State of Texas and its officers, directors, and employees for bodily injury (including death), property damage or any other loss.

23.1.6 Each insurance policy, other than worker's compensation, employer's liability and professional liability, must name the State of Texas and its officers, directors, and employees as additional insureds on the original policy and all renewals or replacements.

23.1.7 The insurance shall be evidenced by delivery to the HHS Agency of certificates of insurance executed by the insurer or its authorized agency stating coverage, limits, expiration dates, and compliance with all required provisions. Upon request, the HHS Agency shall be entitled to receive, without expense, certified copies of the policies and all endorsements. Except as otherwise provided herein, required coverage must remain in full force and effect throughout the term of the Contract and any extensions thereof, and provide adequate coverage for incidents discovered after termination of the Contract.

23.1.8 Contractor shall:

(1) provide written notice to the HHS Agency contract management office by email at [email address] and by U.S. first class, certified mail to [Address] at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy;
(2) ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under the Contract; and
(3) deliver to the HHS Agency contract management office by email at [email address] and by U.S. first class mail to [Address] all renewal policies at least ten (10) calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth herein.

Contractor must submit original certificates of insurance for each required insurance contract, and any renewals thereof, within 15 days after contract execution. Renewal certificates shall be submitted prior to or within 15 days after expiration of the existing policy. Bidders must submit required bonds when and as provided in sections of this Solicitation outlining bond requirements.

Contractor shall ensure that all Contract provisions concerning liability, duty, and standard of care, together with all indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include the awarded Contractor's obligations under any contract awarded as a result of this Solicitation. In addition, Contractor shall be responsible for ensuring all Subcontractors used in the performance of the Contract maintain the insurance required in this section (covering all goods and services provided by the Subcontractors) throughout the Contract term and all renewals.

23.2 Alternative Insurability

Notwithstanding the preceding, the HHS Agency reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies customarily required. It will be the Bidder's responsibility to recommend to the HHS Agency alternative methods of insuring the Contract. Any alternatives proposed by Bidder should be accompanied by a detailed explanation regarding Bidder's inability to obtain the required insurance and/or bonds. The HHS Agency shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

24. MINOR INFORMALITY OR WITHDRAWAL OF RESPONSE

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

25. EVALUATION

25.1. Any negative result concerning submission information, references or forms may cause response to be disqualified.

25.2. 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.

25.3. All responses will be evaluated in a standard manner and will be rated according to the following criteria:

25.3.1. 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.

25.3.2. 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.

25.3.3. 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

26. PRICING

26.1. Respondents must propose their pricing based on the specifications in this solicitation. Respondents must indicate their pricing, at a minimum, for the items requested on the attached Pricing Schedule (Appendix C), form. Additional items not requested on the Pricing Schedule (Appendix C), form may be added on company letterhead if the respondent feels it is necessary to provide accurate pricing for the scope of work to be performed as listed in Section 10. 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.

26.2. Trucks not ordered: Respondent must specify in its proposal a one-time pre-identified and pre-approved fixed rate per asset for each type of truck with driver, each type of trailer, or other equipment requested by HHS agency but cancelled or rejected at destination. This rate shall not apply to assets that were not placed through a written Purchase Order from HHS agency. Transportation service responses made without written approval from the HHS agency are placed at the risk of the Contractor and may NOT be eligible for payment.

26.3. Rates- Transportation Asset with Driver: Contractor(s)'s fixed and hourly rates shall begin once the driver/operator dispatches from a point of embarkation to begin the mission and shall end upon the pickup of the trailer, which shall be no later than 24 hours from notice that trailer is ready for pickup.

- Respondent must propose hourly rates for a "hot shot" mission taking less than a full day.
- Respondent must propose fixed rates for daily, weekly, and monthly options for extended use and as a per load price.

27. AWARD

27.1. HHSC/PCS reserves the right to make an award on the basis of a low line item, low total (group or groups) or in any other combination, to the lowest respondent meeting or exceeding all advertised specifications, performance requirements, and terms and conditions, that will best serve the interests of the State. HHSC/PCS shall be sole judge of "the best interest of the State."

27.2. 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.

27.3. A primary and secondary vendor may be awarded. Both vendors will be activated in time of need. Preference will be given to the vendor who can best fill each individual request.

28. INSTRUCTIONS FOR SUBMITTING RESPONSES

28.1. Number of Copies:

Submit one (1) original of copy of the response. An authorized representative must sign the original in ink.

28.2. **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.
- All addendums (if issued).

Section 2: Respondent's Background and Experience

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

Section 3: Capabilities:

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

Section 4: Attachments:

In this section, include all required attachments.

- Affirmations and Solicitation Acceptance (Exhibit A)
- Reference form (Appendix B).
- Pricing Schedule (Appendix C), The pricing schedule includes the format for submitting the pricing information.
- Vehicle GPS Tracking Information (Appendix E)
- HUB Subcontracting Plan
- Documentation of all proposed transportation assets
- Documentation of experience and qualification for Disaster Response per Section 11.2.4
- Documentation of experience in performing contracts per Section 11.2.4

29. PROTEST PROCEDURES

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

30. 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.

Appendix A – RESPONDENT CHECKLIST FOR SUBMISSION OF RESPONSE

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

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

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

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

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

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

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

- ☐ Solicitation Form with signature
- ☐ Company information as indicated above
- ☐ Signed Copy of Addendums, if applicable
- ☐ Exhibit A - Affirmations and Solicitation Acceptance
- ☐ Appendix B- Respondent Reference Form
- ☐ Appendix C- Pricing Schedule Form
- ☐ Appendix E- Vehicle GPS Tracking Information
- ☐ HSP Form
- ☐ Documentation of all proposed transportation assets
- ☐ Documentation of experience and qualification for Disaster Response per Section 11.2.4
- ☐ Documentation of experience in performing contracts per Section 11.2.4

HHS Procurement and Contracting Services

Appendix B – Respondent Reference Form

Respondents must submit with response a list of business references (minimum 3) for which they have provided similar services for in the last five 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:

Appendix C – Pricing Schedule

Line Item No.	Class & Item No.	Description	Qty	UOM	Unit Price
		Transportation Asset with Driver			
1.	958-47	Semi-tractor-Truck load-53 Foot Trailer			
		Daily Rate	1	Day	
		Weekly Rate	1	Week	
		Monthly Rate	1	Month	
		Per Mile Cost	1	Mile	
		Trucks not ordered	1	Each	
2.	958-47	Semi-tractor- Less than Truck Load Size			
		Daily Rate	1	Day	
		Weekly Rate	1	Week	
		Monthly Rate	1	Month	
		Per Mile Cost	1	Mile	
		Trucks not Ordered	1	Each	
3.	958-47	Straight Truck with box- refrigerated/freezer			
		Daily Rate	1	Day	
		Weekly Rate	1	Week	
		Monthly Rate	1	Month	
		Per Mile Cost	1	Mile	
		Trucks not Ordered	1	Each	
4.	958-47	Semi-Tractor with box-dry			
		Daily Rate	1	Day	
		Weekly Rate	1	Week	
		Monthly Rate	1	Month	
		Per Mile Cost	1	Mile	
		Trucks not Ordered	1	Each	
5.	958-47	Semi-tractor- no trailer			
		Daily Rate	1	Day	

		Weekly Rate	1	Week	
		Monthly Rate	1	Month	
		Per Mile Cost	1	Mile	
		Trucks not Ordered	1	Each	
		Trailers			
6.	958-47	Truck load-53 Foot Trailer-Dry			
		Daily Rate	1	Day	
		Weekly Rate	1	Week	
		Monthly Rate	1	Month	
		Per Mile Cost	1	Mile	
		Delivery Rate	1	Each	
		Pickup Rate	1	Each	
		Trailers not Ordered	1	Each	
7.	958-47	Less than Truck Load Size Trailer-Dry			
		Daily Rate	1	Day	
		Weekly Rate	1	Week	
		Monthly Rate	1	Month	
		Per Mile Cost	1	Mile	
		Delivery Rate	1	Each	
		Pickup Rate	1	Each	
		Trailers not Ordered	1	Each	
8.	958-47	Truck load-53 Foot Trailer-Refrigerated/Freezer Trailer			
		Daily Rate	1	Day	
		Weekly Rate	1	Week	
		Monthly Rate	1	Month	
		Per Mile Cost	1	Mile	
		Delivery Rate	1	Each	
		Pickup Rate	1	Each	
		Trailers not Ordered	1	Each	
9.	958-47	Less than Truck Load Size Trailer-Refrigerated/Freezer Trailer			
		Daily Rate	1	Day	

		Weekly Rate	1	Week	
		Monthly Rate	1	Month	
		Per Mile Cost	1	Mile	
		Delivery Rate	1	Each	
		Pickup Rate	1	Each	
		Trailers not Ordered	1	Each	
10.	990-36	On-site Support at State Operations Center			
		12-hour shift	1	Each	
		24-hour shift	1	Each	

Please include any additional pricing not requested on company letterhead

Appendix E- Vehicle GPS Tracking Information

Provide specific information below regarding the vehicle GPS tracking system used to efficiently and effectively manage your business fleet. HHSC requires vehicle tracking methods that will deliver real time information on the location, activity and mobile inventory of the vehicles assigned to each HHS agency mission request. Vehicle tracking methods do not require GPS tracking systems so long as vehicles can be tracked in real time by other means.