TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ON BEHALF OF

DEPARTMENT OF STATE HEALTH SERVICES

Invitation for Bids

For

Elevator Maintenance, Inspection and Repair Services at TCID
IFB No. HHS0010061

NIGP Class/Item No:

910-13 Elevator Installation, Maintenance, Repair and Inspection Services

Procurement Schedule - All Times are Central Time Reference Section 2 for further information	
Solicitation Date Posted to ESBD	05/27/2021
Questions or Clarifications Submission Deadline	06/03/2021 10:30 AM
Responses to Questions or Clarifications - Addendum posted on the ESBD	06/07/2021 10:30 AM
Response Deadline	06/11/2021 10:30 AM
Anticipated Contract Start Date	09/01/2021

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1 Introduction and Purpose of Solicitation

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

HHSC PCS is seeking competitive bids on behalf of the Department of State Health Services (DSHS) Texas Center for Infectious Disease to establish Contract(s) for elevator maintenance, inspection and repair services.

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

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

1.1 No Guarantee of Volume, Usage or Compensation

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

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

1.2 Solicitation Components

This Solicitation includes the following items:

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

2 Procurement Schedule

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

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

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

3 Withdrawal of Response

Responses may be withdrawn from consideration or amended at any time prior to the Response Deadline by submitting a written request by email to the point of contact listed in Section 6.1.

The e-mail subject line for withdrawal should contain the Solicitation (IFB) number as indicated on the cover page of this Solicitation. The Bidder is solely responsible for ensuring the email is received by HHSC before the Response Deadline. HHSC is not responsible for lost or misdirected e-mails.

4 HHSC 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 Agency).

PCS administers the procurement processes, which include Solicitation announcement and publication, Bidder communications, receipt of Responses, screening of timely received responses, and facilitating the evaluation of qualified Responses. PCS, in coordination with each HHS program, manages the execution of the award, through issuance of Purchase Order(s) or other Contract document, resulting from this Solicitation.

5 Definitions

Unless the context clearly indicates otherwise, throughout this Solicitation, the definition given to a term below applies whenever the term appears in this Solicitation, in any Response (Bid) submitted in response to this Solicitation, and in any Contract awarded as a result of this Solicitation. All other terms have their ordinary and common meaning.

a) **Addendum** – A written clarification or revision to this Solicitation issued by HHSC.

b) **Bidder** – Entity or individual that submits a response to this Solicitation. This term also includes anyone acting on behalf of the entity or individual that submits a response, such as an agent, employee, or representative. *See also Respondent below.*

c) **Contract** – A legally enforceable agreement between two or more parties. As a result of this Solicitation, HHSC may issue a Contract document or Purchase Order (see definition).

d) **Contractor** - Each Bidder, business entity or individual, if any, awarded a Contract (Purchase Order) to provide the services or goods as a result of this Solicitation.

e) **Contract Term** – The period of time during which the Purchase Order or Contract is in effect from the start date through the end date and may include renewal or extension periods.

f) **Debarment** – An exclusion from contracting or subcontracting with state agencies on the basis of cause pursuant to Title 34, Part 1, Chapter 20, Subchapter G of the Texas Administrative Code, and the Federal System for Award Management (SAM).

g) **Deliverables** – The services or goods specified in this Solicitation and any resulting Contract, that the Contractor shall perform or deliver to the HHS Agency for acceptance.

h) **Electronic State Business Daily (ESBD)** - The electronic online directory, administered by the Comptroller of Public Accounts, Statewide Procurement Division (SPD), for publishing procurement opportunities which exceed $25,000 in total estimated value and for providing public notice of contract awards. The ESBD may be accessed through the CPA web site at: http://www.txsmartbuy.com/sp.

   Note: The Texas Comptroller of Public Accounts (CPA) recommends utilizing Google Chrome when navigating CPA websites.

i) **Exhibit** – A document, included as an attachment to this Solicitation, which provides terms and conditions, additional requirements and information related to this Solicitation.

j) **HHS Agency** - The Texas Health and Human Services Commission (HHSC) and the Texas Department of State Health Services (DSHS), separately or combined.

k) **Purchase Order** – A legally enforceable agreement between two or more parties. A Purchase Order is issued by HHSC indicating types, quantities, and agreed pricing for services and goods the Contractor will provide. Also considered a Contract.

l) **Response** – All information and materials submitted in response to this Solicitation. May also be referred to as Bid or Bid Response.

m) **Respondent** – a term interchangeable with Bidder.

n) **Scope of Work** – The description of requirements, services, specifications for goods which may be required, and deliverables as provided in this Solicitation and any resulting Contract which the Contractor is required to provide.

o) **Solicitation** - This document, including all exhibits, attachments, appendices, or Addenda (if applicable). May also be referred to as Invitation for Bid or IFB.

p) **Subcontractor** - Any entity or individual that enters into a contract with the Contractor to perform part or all of the obligations of the Contractor under the Contract.

q) **Unit Rate** – The set rate per the unit of measure (UOM), used for payment of the services, included on the Price Sheet under the Contract or Purchase Order. (e.g., Hourly, Daily, Weekly, Monthly, etc.).

r) **Vendor** – A business entity or individual that supplies services or goods and may be a potential Bidder to this Solicitation.

s) **Texas Identification Number (TIN)** – The 11-digit identification number set up through the Texas Comptroller of Public Accounts which is required for any entity or individual to receive payment under a Contract with the State of Texas. Also known as Texas Payee ID Number required in Exhibit A, Affirmations and Solicitation Acceptance. Further information regarding this number may be accessed on the CPA website at https://fmx.cpa.texas.gov/fm/pubs/payment/gen_prov/index.php?s=payee_numreq&p=payee_numreq.

6 General Solicitation Information

6.1 Sole Point of Contact and Communications

The PCS sole point of contact for inquiries concerning this Solicitation is:

Vivian Harrison CTCD, CTCM

512-406-2460

vivian.harrison@hhs.texas.gov

Bidders shall NOT use the e-mail address above for submission of a response to this Solicitation. See Appendix A for submission requirements.

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

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

6.2 Offer Period

By submitting a Response to this Solicitation, Bidder agrees that its Response will remain a firm and binding offer for at least the period of time, 240 days, as also stated in the **HHS Solicitation Affirmations (Exhibit A).**

Bidder may extend the time for which its Response will be honored and include the extended period in the Response.

6.3 Costs Incurred

Bidder understands that issuance of this Solicitation or retention of responses in no way constitutes a commitment by HHSC to award a Contract. HHSC accepts no obligations for cost incurred in preparing and submitting a response, including, but not limited to, preparing for or participating in a vendor conference or site visit.

Responses shall be submitted at the sole expense of the Bidder. All responses shall be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this Solicitation.

6.4 Changes, Modifications and Cancellation

HHSC reserves the right to change, amend, or modify this Solicitation prior to the Response Deadline indicated in the Procurement Schedule (cover page). Changes, amendments and modifications will be processed through one or more Addendum. The notification for any Addendum will be processed in accordance with Section 6.7.1.

HHSC reserves the right to cancel this Solicitation at any time. The notice of cancellation will be in accordance with Section 6.7.2.

6.5 Ambiguity, Conflict, Discrepancy

Bidders must notify the Sole Point of Contact, Section 6.1, of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the Solicitation in the manner and by the deadline for submitting questions.

If Bidder fails to properly and timely notify the Sole Point of Contact, Section 6.1, of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the Solicitation, the Bidder, whether awarded a contract or not:

a) shall have waived any claim of error or ambiguity in the Solicitation and any resulting contract,

b) shall not contest the interpretation by HHSC of such provision(s), and

c) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

6.6 Solicitation Questions or Clarifications

HHSC will allow written questions and requests for clarification regarding this Solicitation if submitted by e-mail to the Sole Point of Contact, Section 6.1, by the deadline established in the Procurement Schedule (Cover Page) or deadlines established in subsequent Addenda. Responses to questions or other written requests for clarification will not be provided individually to requestors but will be consolidated in one or more Addenda.

HHSC reserves the right to amend the answers to questions or clarifications prior to the Response Deadline (cover page) through a new Addendum. The notification will be processed in accordance with Section 6.7.1.

6.6.1 Submission of Questions or Clarifications

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

a) IFB Number and Title of Solicitation (from cover page) must be included in the e-mail subject line and in the e-mail body

b) Section or Paragraph number from this Solicitation

c) Page Number of this Solicitation

d) Exhibit name, Section or Paragraph, page number from the Exhibit

e) Language, Topic, Section Heading being questioned

f) Requestor Contact Information must be included in the body of the e-mail submitted with questions

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

6.7 Notification of Addenda or Cancellation

6.7.1 Addenda Notification

Addenda for changes, modifications and answers to questions or requests for clarification as well as subsequent Addenda with amended answers to questions or requests for clarifications, will be posted to the ESBD. It is the responsibility of each Bidder to monitor the ESBD for any Addenda affecting this Solicitation. Failure to check the ESBD will in no way release any Bidder

or awarded Contractor from the requirements of posted Addenda. No HHS Agency will be responsible or liable in any regard for the failure of any Bidder or awarded Contractor to stay informed of all postings to the ESBD. If the Bidder fails to monitor the ESBD for any changes or modifications to this Solicitation, such failure will not relieve the Bidder or Contractor of its obligation to fulfill the requirements as posted.

6.7.2 Cancellation Notification

HHSC reserves the right to cancel this Solicitation at any time. Notice of the cancellation will be posted on the ESBD. Bidders are responsible for monitoring the ESBD frequently for notices regarding this Solicitation.

7 Scope of Work (SOW)

7.1 Scope of Services to be Performed

The required services to be provided are scheduled and as-needed elevator maintenance, inspection and repair, as well as emergency and entrapment services, at the Texas Center for Infectious Disease, Building 502, in San Antonio, Texas. The Contractor shall be required to maintain, test, and repair all elevator equipment so it is operational, safe, and free of defects. The intent of Preventive Maintenance (PM) services, as defined by this Scope of Work, requires that all components and systems of each elevator be visually inspected and cleaned at each scheduled service interval. Contractors may use a pre-defined Preventive Maintenance Program (PMP), if agreed upon by the Contract Manager.

7.1.1 Elevator List

- Kone KCM831, SN 20296537
- Kone KCM831, SN 20296536

7.1.2 General Service Requirements

a) Contractor shall perform scheduled and as-needed preventive maintenance, inspection and repair services to ensure elevators and associated equipment remain within the original manufacturer’s performance specifications.

b) The Contractor shall provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, and training required for responsive service. At no additional cost to the state, the Contractor shall either own or have access to all necessary diagnostic equipment, software, and hardware to ensure timely repairs and maintenance of all listed equipment.

c) Contractor shall be responsible for assuring that service conducted on or around state property is performed in a safe and courteous manner and with proper signs posted.

Work area shall be returned to its original state (i.e., the state of the area at the time of the Contractor's arrival for service) and that the elevator is operational once services are completed.

d) The Contractor shall comply with all city, state, and federal OSHA regulations and requirements as applicable for the services performed under this scope of work.

e) Contractor's personnel shall wear applicable personal protective equipment, including but not limited to safety steel-toed boots, at all times

f) The Contractor shall maintain all elevators as in accordance with all federal, state and local codes. These include, but are not limited to:

f.1. Texas Health and Safety Code, Chapter 754, Elevators, Escalators, and Related Equipment

f.2. Americans with Disabilities Act (ADA)

f.3. American Society of Mechanical Engineers (ASME) A17.1 Safety Code for Elevators and Escalators

f.4. ASME A17.3 – Safety Code for Existing Elevators and Escalators

f.5. National Fire Protection Association (NFPA) Supplement 4 – Life Safety Code Handbook

f.6. Underwriters Laboratories (UL) Standard 104 – Elevator Door Locking Devices and Contacts

g) In the event of conflict between this Scope of Work, the manufacturer's literature or any applicable codes, the more stringent terms or revisions shall apply unless otherwise notified in writing by the state.

h) Contractor shall be responsible for all replacement parts, including OEM and proprietary parts, as required by this contract. If during the term of the contract, certain elevator components become obsolete and new OEM parts are not be available, the Contractor may provide rebuilt OEM parts or use new parts of another manufacturer with prior written approval from the Contract Manager. In all cases, rebuilt or reconditioned parts must be equal in quality, operation, and performance to the original parts and free from defects

i) The Contractor shall dispose of all worn or defective parts, oils, and solvents in accordance with all applicable laws, rules, and regulations. Contractor shall handle, transport, and dispose of worn or defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the state. The Contractor shall not store worn

or defective parts on state property. The Contractor shall remove all materials from state property as soon as each job is completed.

j) A periodic audit of the Contractor's activities during the term of the contract may be requested by the state at no additional charge and may include review of preventive maintenance performed, inspection documents, files, parts replaced, charges, labor hours, and repairs completed.

k) The Contractor shall develop and maintain a spare parts inventory sufficient to maintain the levels of performance and service described under this Scope of Work. The Contractor shall provide an inventory list of replacement parts available upon request of the Contract Manager. The listing shall include part number and stock quantities, and shall indicate if parts are available locally or if they are stored at another location and what the anticipated shipping lead time is. At a minimum, the Contractor must have access to replacements parts required to service and maintain elevators. These parts must be available for installation within 24 hours.

l) Contractor shall provide the Contract Manager a SDS (Safety Data Sheet) for every chemical used in the performance of the work or stored on state property.

m) If an oil leak develops in the buried piping or jack cylinder, the Contractor shall make all necessary efforts to test and determine the location of the leak and advise the Contract Manager in writing.

n) The Contract Manager, or department designee, will provide the Contractor with available elevator operations and maintenance manuals, including the most current drawings and wiring diagrams, in the state's possession. Contractor shall be responsible for obtaining all other information and data necessary to perform required repairs and maintenance within 30 days after the beginning date of this contract.

o) Service Log Books, which must be maintained in the facility's machine room or other designated area, shall become property of the state and must include:

- Name of State Facility
- Elevator Type, Serial number and State Bar Code number
- Signature and date of the attending service mechanic
- Start time and Duration of visit
- PM performed (mechanic may reference PM Checklist)
- Information about malfunctions encountered and corrective actions taken
- Parts replaced and items that may require special attention on future visits
- Additional comments regarding the overall condition of the equipment and machine room

p) Contractor shall notify the Contract Manager of all equipment failures or malfunctions within (1) one hour of occurrence and shall notify facility of corrective actions under

way and the anticipated downtime. Contractor shall document the malfunction and the corrective actions to be taken. Contractor shall again notify the Contract Manager when the repairs are complete and the elevator is returned to operational status. In no instance shall any safety device, either automatic or manual, be bypassed.

Shut Downs: Any work that requires a unit to be made inoperable any time between 6:00 a.m. through 6:00 p.m. shall be required to be scheduled with and approved by facility management. Contractor must include estimated length of shut down in scheduling the request. Contractor shall notify the facility if work requiring an approved, scheduled shut down cannot be completed within the approved time frame.

7.1.3 Preventive Maintenance Services

a) Preventive Maintenance (PM) inspections shall include but are not limited to:

- All required federal, state, and local inspections and testing
- Routine scheduled service
- Replacement or repair of parts that are worn, damaged, destroyed due to normal wear and tear or from lack of preventive maintenance
- Cleaning, repair, and adjustment of elevator components as necessary to maintain maximum operational efficiency.

b) The Contractor shall develop and maintain PM documentation on all elevators and equipment in accordance with this scope of work and detail regular maintenance tasks and service intervals. The state's Contract Manager shall have the final approval of the Contractor's PM schedules. Samples of the standard PM documents and checklists shall be submitted to and approved by the Contract Manager within thirty (30) days of contract award.

c) At a minimum, PM documents shall contain the following information:

- Name of State Facility and Building
- Type or Brand of Elevator, State's elevator reference number, Manufacturer's equipment serial number
- Maintenance item detail
- Frequency of maintenance for each item
- Date maintenance preformed
- Signature of elevator mechanic

d) The Contractor shall inspect each elevator and its components. Contractor will adjust, lubricate, clean, repair such parts and mechanisms as necessary to render preventive care and keep the elevator and its equipment in proper and safe operating condition.

e) PM program shall include all elevators and related components, equipment, and trim, including but not limited to:

- Mechanical, electrical, and electronic components
- Appurtenances and systems in related manuals, drawings documents, and bulletins
- All electrical and electronic and mechanical systems including the motor controls and secondary breakers serving the motor controls up to the main disconnects in primary switchboards

f) The Contractor shall maintain the efficiency, safety, and rated speeds of the units including full running speed, acceleration, deceleration, landing and leveling, floor-to-floor time including door opening and closing time where power door operation exists. These items shall be maintained per the manufacturer's specifications and within the limits of all applicable building, fire, safety, and inspection codes.

g) The Contractor shall keep the guide rails clean and properly lubricated. When roller-type guide shoes are involved, rail lubricant shall not be used. The Contractor shall check rail bracket and fishplate bolts to ensure they are tightened properly.

h) The Contractor shall brush lint, dirt, and other foreign debris from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment and the floor of the Machine Room located at each elevator site.

i) The Contractor shall equalize the tension on all hoisting ropes in order to maintain an adequate factor of safety as per ASME A17.1 (or most current ASME protocol). Contractor shall also replace conductor cables, hoist-way, and machine room wiring as necessary.

j) The Contractor shall maintain the signal system, devices, and components parts. Included as signal equipment are the elevator signal buttons, direction and indicator lights, position indicator, hall lanterns, mechanical and electrical dials, signal bells, buzzers, and gongs. Maintain storage cabinets in the machine room for the orderly storage of replacement parts and storage of original wiring diagrams with latest changes for each elevator. The state shall furnish wiring diagrams, if available, to the Contractor, which will become part of the elevator equipment. All drawings, diagrams, and amendments thereto shall remain the property of the state.

   Contractor shall ensure that the frequency of cleaning, lubrication, and adjustments for all the system components of each elevator shall meet the manufacturer's recommended frequency, or at least once per year.

7.1.4 Inspections and Testing

a) Inspections shall include:

- All required state inspections
- Weighted, un-weighted, annual, or periodic inspections
- Inspections requiring coordination with third parties

- Any other inspections required to operate elevators in a safe and lawful manner.

b) The Contractor shall, at no additional expense to the state, identify, schedule, and ensure completion of all inspections, tests, and operating permits required for compliance. Contractor shall obtain the necessary information required to determine when inspections, tests, and operating permits are required and shall conduct five-year full-load tests as needed.

c) Prior to the first scheduled PM at each site, Contractor shall obtain and review the most recent inspection records for the facility's equipment from the State of Texas inspection records online reporting system. During performance of its initial PM, Contractor shall have the opportunity to perform an in-depth inspection of the equipment, and if necessary, issue a deficiency proposal of items noted during the initial assessment and in the inspection reports obtained from the state. If the state disagrees with the Contractor's deficiency proposal for any reason, that state may hire an independent inspector at its own expense, or the Contractor shall retain an independent third-party inspector at the state's request and solely at the Contractor's expense, to conduct a physical inspection of the equipment as well as Contractor's deficiency proposal and render an independent opinion. If the third-party inspector disagrees with any part of Contractor's deficiency proposal, then Contractor shall accept the third-party inspector's assessment and cost proposal.

d) The Contractor shall develop a plan within thirty (30) days of contract award that outlines procedures, requirements, deadlines, and approximate dates for all inspections and tests, for review and approval by the Contract Manager.

e) The Contractor shall keep a log of all inspections and tests. A report of the test or inspection results, as well as all corrective actions taken, shall be included in a monthly maintenance report to the Contract Manager.

f) The Contract Manager shall have the right of inspection during or after any of this work and shall notify the Contractor within seven (7) calendar days of receipt of the Contractor's certified statement of any noted discrepancies, correct any discrepancies within ten (10) working days.

g) Annual safety tests shall be performed in the first quarter of each year, or at a time acceptable by the Contract Manager, on all hydraulic elevators under Contract as per ASME A17.1, or latest edition, and furnish a copy of the report to the Contract Manager.

h) The Contractor shall implement and maintain a written Quality Control Plan to ensure proper preventive maintenance and inspections scheduled for all equipment covered under this Contract. The intent of the Quality Control Plan is to ensure the maintenance of all elevators adhere to the scope of work and all subsequent clarifications, described by this Contract. The Contractor shall submit to Contract Manager an approved Quality Control Plan within thirty (30) days of contract award.

i) Inspection files must include documentation of all work performed including all deficiencies discovered by the Contractor and the corrective action taken. All inspection files, maintenance documentation, and other quality assurance files must be made available to the facility within 48 hours of the time they are requested by the Contract Manager.

j) On a yearly basis, the state and the Contractor may conduct a joint inspection to determine whether the Contractor has completed the required services. A written record of discrepancies that are found in the joint inspection shall be made, and the Contractor shall make corrections within thirty 30 days receipt of written discrepancies. Payment may be withheld for any elevator for which corrections have not been made.

The State reserves the right to make any test or inspection deemed advisable to ascertain that maintenance requirements are being fulfilled. Should it be found that the standards herein specified herein are not being satisfactorily maintained, the state may immediately require that the Contractor place the elevator in a condition to meet these requirements. The Contractor's failure to comply with such a requirement within ten (10) calendar days shall constitute a material breach of the contract. In the event of such a material breach, the State may terminate the agreement; obtain a separate agreement with another Contractor to have such work performed, and charge to and recover from the original Contractor the total cost thereof.

7.1.5 Major Repairs and Modifications

a) Completion of major repairs will be within twenty-four (24) hours. Should the Contractor be unable to complete major repairs within twenty-four (24) hours, the Contractor will submit a letter stating the reason(s) why work cannot be completed. Inability to complete repairs within twenty-four (24) hours may be grounds for cancellation of contract.

7.1.6 Callback Services

a) For the purpose of evaluating performance under the contract, a "callback" is defined as any malfunction of any elevator that is caused by parts and/or services provided by the Contractor. The Contractor shall maintain a complete, orderly written record of all callbacks and repairs. These records shall indicate the time, day, problem reported, and corrective measures taken to eliminate all difficulties.

b) Contractor shall repair or replace equipment when an elevator fails, malfunctions, or has to be reset constantly due to Contractor error. The Contractor will absorb the cost of repair maintenance for emergency adjustments and callback service that is required on elevators between routine maintenance periods.

c) Contractor shall work continuously until the malfunctions are corrected, including providing on-site technician until malfunction is resolved, at no additional cost to the

State, regardless of the time or date service is provided such as late-night hours, weekends or holidays

d) Only where the Contractor can demonstrate to the Contract Manager's reasonable satisfaction that an inoperable elevator is a result of an accident or vandalism caused by others and not due to the Contractor's error, lack of maintenance, failure to respond timely, failure to comply with these contract terms, or negligence, then, the repairs may be billed at the hourly labor rate.

e) Only repairs due to misuse, vandalism, or request by the State in writing for equipment modernization will be eligible for billing outside the monthly preventive maintenance service.

f) Failure of the Contractor to perform all the service obligations required under this Contract may be considered a material breach of this Contract by the State. In addition to any other remedies it may have, the State may withhold any monies due the Contractor or claimed to be due by him until the terms of the Contract have been fulfilled and the work of the Contractor accepted by.

7.1.7 Out-of Service Elevators

a) Elevators that are inoperable, out of regulatory compliance or are malfunctioning are considered out-of-service. The Contract Manager shall review all out-of-service conditions that persist longer than a twenty-four (24) hour period. The twenty-four (24) hour period shall began when the Contactor notifies the Contract Manager that a unit is out-of-service or when the Contractor receives notification from the Contract Manager or department designee of a unit out-of-service.

b) Contractor shall not be responsible if the equipment is out-of-service as a result of an accident caused by others, misuse and/or vandalism, and is not due to the Contractor's error, lack of maintenance, failure to respond timely, failure to comply with these terms and conditions or negligence. Scheduled PM work that is not completed and results in an inoperable elevator for longer than a twenty-four (24) hour period will be reviewed by the Contract Manager.

c) Upon the Contract Manager's review of an out-of-service elevator, the Contractor shall be held responsible for the out-of-service condition persisting longer than a twenty-four (24) hour period that resulted from the Contractor's scheduled PM work that was not complete, scheduled PM work that was not preformed timely, scheduled PM work that was not performed according to standard and specifications in this SOW, or negligence on behalf of the Contractor. The state reserves the right to exercise any and all options under the contract in seeking remedies for any and all losses associated with the out-of-service equipment.

d) More than twelve (12) occurrences of out of service conditions that exist for any single elevator in any rolling 12-month period for which the contractor is responsible, as determined in the state's sole and reasonable discretion, shall be cause for termination of the contract. In the event of termination, the state may exercise its rights under the performance bond to obtain required repairs/service without waiving any other rights or remedy the state may have against the Contractor.

e) If an elevator has been out of service for longer than twenty-four (24) hours and the Contractor has not responded as required under the contract, the state may choose, at its sole discretion, to engage other parties to respond to the out-of-service elevator. The state shall apply as a credit a reduction in payment to future Contractor's invoices the difference in cost if the state engages another party to address the out-of-service condition, including overtime charges for the outside service, equipment charges, and any additional fees, customer refunds, or cost incurred by the state and/or state personnel directly related to the elevator being out-of-service.

7.1.8 Other Services

a) Parts, materials, and/or services provided by the Contractor, outside of the SOW in the solicitation, are considered Other Services. Other services shall be performed in accordance with all provisions of this agreement unless agreed upon, by both parties, in writing.

b) Contractor shall not make any modifications to existing elevators or components without the Contract Manager's prior written authorization. Once a quote by the Contractor has been prepared describing the scope and expected cost, the Contract Manager in writing shall authorize other services. Labor and materials for other services shall be provided at rates specified in **Exhibit C Pricing Sheet**.

c) The state may request the Contractor perform certain system upgrades and modifications to the elevators. In such event, the Contract Manager will issue a written notice to proceed. The Contractor shall provide such upgrades and modifications at the same rate for labor and parts as indicated by the terms of the contract.

d) The Contractor shall provide labor and materials to assist independent consultants, engineers, or other professionals to perform special studies or investigations of elevator equipment, maintenance, and/or state requirements. Provide labor and materials to modify or upgrade elevators in accordance with revisions to governing regulations or recommendations by consultants, engineers, other professionals, and/or state requirements.

e) The Contractor may recommend changes to elevators (e.g., additional safety devices to prevent accidents) based on the Contractor's expertise and experience or offer on-site stand-by service to be scheduled in advance for special events. Stand-by services will be billed as an additional charge per contract rate.

7.1.9 Service Location

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

a) Location(s) for Services

a.1. DSHS Texas Center for Infectious Disease

a.2. Building 502 San Antonio, Texas 78223

a.3. Region 8

The Map (PDF) of the HHSC Regions may be accessed at:
https://hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf

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

7.1.10 Performance Schedule

a) Normal business hours are 8 a.m. to 5 p.m., Monday through Friday, with the exception of state observed holidays.

b) The Contractor will provide emergency services, when requested, to restore elevators to operational status. Contractor shall be available to provide emergency services 24-hours a day, seven days per week. After-hours emergency services will be required when, in the opinion of the facility, the elevator must be returned to service immediately rather than the next normal business day. Any service call performed after normal business hours will be billed at the rate submitted on **Exhibit C Pricing Sheet**.

c) In case of an entrapment, the Contractor shall respond on-site with manpower and materials within thirty (30) minutes of notification. Entrapment is defined as any time a person is stranded in an elevator. If a call for entrapment service is not answered within thirty (30) minutes, the state may choose to engage other parties to answer the call. The contractor shall absorb any differences in cost if the State engages another part to respond to a call.

d) The contractor shall respond according to the following schedule to service calls from the state facility maintenance manager or authorized designee and shall perform all steps necessary to protect persons and property from risk of harm due to a problem with an elevator. If a call is not answered in the allotted times listed below, the state may choose to engage other parties to answer the call. The Contractor shall absorb any differences in cost if the state engages another party to respond to a call.

Contractor Maximum On-Site Reponses Times	
Non-Emergency Service Calls	Within 2 hours
Emergency Service Calls	Within 1 hour
Entrapment Service Calls	Within 30 minutes

7.1.11 State Holidays

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

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

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

7.1.12 Minimum Experience and Qualifications

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

Documentation of experience and qualifications must be submitted with Response.

a) The Bidder shall have relevant experience required for the performance of the services as outlined in this Solicitation. The minimum experience required is five (5) years.

b) The Bidder's personnel to be assigned to perform the services must be fully trained and, at minimum, have three (3) years relevant experience.

c) Contractor shall be a registered contractor with the Texas Department of Licensing and Regulation (TDLR) in accordance with the Texas Health and Safety Code, Chapter 754, Subchapter B, Section 754.0171. Contractor shall provide documentation of all suspensions, violations, or investigations by TDLR within the last five (5) years. Contractor shall be a commercial elevator business engaged in providing elevator maintenance and repair services for a minimum of ten (10) continuous years.

d) All Contractor or Subcontractor personnel assigned to perform the services must be at least 18 years of age.

e) The Bidder must provide a minimum of five (5) verifiable references for current or previous contracts of the same size and for similar or same services within the last five (5) years. See **Exhibit D – Bidder Reference Form**.

f) The awarded Contractor must have an office and technicians within a 60-mile radius of service location.

7.1.13 Contractor Responsibilities

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

a) Contractor personnel shall, upon arrival and departure from the premises, sign in at the Central Plant Maintenance Building (Building 523) and report to the department representative or department designee. Upon completion of all routine maintenance under the contract, the service mechanic must certify that the work was completed and report the findings to the Contract Manager or department designee. Payment may be withheld on any unit if schedule maintenance is not performed, incorrectly logged, illegible, or certification is not submitted as specified.

b) The Contractor shall have an electronic record keeping system by which individual records are kept for each elevator showing specific maintenance procedure completed. The system will also log all service calls placed by the state and track the time and date of each occurrence, the response time, and nature of the problem both reported and ultimately discovered, and the steps taken to correct the problem. Contractor shall archive, throughout the life of the contract, in its possession all maintenance records. At any time at the state's request, the Contractor shall provide the state with online electronic media or hard copy of any or all of the records at the Contractor's expense. The Contractor may retain a copy for is records.

c) The Contractor shall provide quarterly reports that include a summary of Service Logbook information, status of elevators and equipment, and parts utilization by elevator. The report shall include the results of inspections and test conducted, general status of the elevator and equipment, list of elevator breakdowns, repair times, schedule of upcoming inspections and tests, and schedule of major elevator shutdowns required for maintenance. Both a hard copy and electronic copy of all reports shall be provided to the Contract Manager or designee.

d) The Contractor shall submit Quarterly Maintenance Reports to the Contract Manager within one (1) week following the end of the quarter and an Annual Summary Report within thirty (30) days of the end of each annual inspection. The Contractor's signature on all reports certifies that all information is truthful and accurate. Falsification of any records is grounds for termination of the contract.

e) Within one (1) week following the end of the quarter, the Contractor shall schedule a meeting with the Contract Manager to provide a quarterly review of a dashboard report (format provided by the Contractor and approved by the state), summarizing meaningful operational data to demonstrate service contract performance. Examples include the number of service call outs, failures and up time percentage. Quarterly Trend Chart(s) tracking data shall demonstrate service contract cost, such as base contract, extra charges and unit cost. Contractor shall provide proactive 3- to 5-year top

concerns or issues look-ahead with recommended solution options, such as end of equipment life and environmental or legal concerns. Contractor shall provide continuous improvement ideas to provide better value in the service contract approach, such as new technology methods and suggestions to reduce/increase base contract coverage, including cost analysis.

f) The Contractor shall develop a routine written schedule for maintenance and cleaning of hydraulic, electrical, elevators to conform to the schedule recommended by the applicable elevator manufacturers. The state will have the final approval of the Contractor's schedule and inspection forms. The Contractor shall submit the format of the form to the state within thirty (30) days of contract award.

g) Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees such as state franchise fees.

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

Training for Contractor Employees:

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

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

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

7.1.14 Independent Contractor

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.

a) The Contractor shall not allow any visitors, spouses, children or other relatives of the Contractor's or Subcontractor's employees to be on state property in connection with the Contract during working hours.

b) The Contractor shall be responsible for all employment taxes and other payroll withholding for its employees.

c) The Contractor shall be responsible and liable for the safety and health of its personnel while they are performing work for an HHS agency and while on the HHS Agency premises.

d) The Contractor shall be responsible for verifying that all of its employees assigned to perform services under the Contract are in compliance with all requirements of the Immigration Reform and Control Act of 1986, Public Law 99-603, which became effective November 6, 1986, and any subsequent amendments.

e) The Contractor and the assigned Contractor employees or the Contractor's Subcontractor and Subcontractor employees assigned to perform the services must have all applicable permits, licenses, accreditations and insurance coverage.

7.1.15 Contractor Equipment

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

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

7.1.16 Background Check for Personnel

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

The Contractor shall be responsible for all background check expenses.

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

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

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

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

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

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

7.1.17 Absenteeism and Vacation

The Contractor shall provide substitutes for any employees not present at the HHS facility to perform services due to illness or vacation. The Contractor shall provide relief personnel as necessary and/or work overtime, at no cost to the HHS agency, to ensure that the requirements of this Contract are performed and accomplished as required.

7.1.18 Telephone Service

The Contractor shall have an active telephone service answered during normal business hours. Normal business hours are between 8:00 a.m. and 5:00 p.m. Monday through Friday, unless otherwise stated in the Solicitation.

7.1.19 24-Hour Contact

The Contractor must provide the HHS Agency Contract Manager with 24-hour contact information for a minimum of two (2) Contractor personnel so the HHS Agency may communicate urgent performance issues that require immediate correction or any other issues that may occur. The Contractor's 24-hour contact must always be available. Any urgent performance issues requiring immediate correction will be followed up in writing by the HHSC Contract Manager.

NOTE: Bidder must complete the information below and submit a copy of this page with the Response.

24-hour contact information – Provide minimum of two (2):

Contact Name	Office Phone	Cell Phone	Email

7.1.20 Contractor and Contractor Personnel Conduct

All personnel employed by the Contractor to fulfill the requirements and terms and conditions of the Contract remain under the Contractor's sole direction and control.

The following applies to the Contractor, Contractor employees, and, if applicable, the Contractor's Subcontractor and Subcontractor's employees.

Pursuant to 1 TAC 391.405(a), contractors, respondents, and vendors interested in working with HHS are required to implement standards of conduct to apply to all matters involving, or related to, to those solicitations and contract(s) between themselves and HHS. These standards

must adhere to ethics requirements adopted in rule, in addition to any ethics policy, or code of ethics approved by the HHSC Executive Commissioner and must be at least as restrictive as those applicable to HHS personnel in the applicable ethics law and policy provisions.

The standards of conduct must include the ten standards of ethical conduct set forth in Section I of the HHS Ethics Policy and requirements to comply with ethical standards set forth in federal and state law (including, but not limited to, 1 TAC Chapter 391, Subchapter D).

The standards of conduct, together with the responsibilities and restrictions incorporated herein, also apply to subcontractors of contractors, respondents and vendors.

Standards of conduct of any contractor, respondent or vendor may be reviewed and/or audited by the State Auditor and HHSC. Additionally, pursuant to 1 TAC 391.405(a), HHS may examine a respondent's standards of conduct in the evaluation of a bid, offer, proposal, quote, or other applicable expression of interest in a proposed purchase of goods or services.

Any vendor or contractor that violates a provision of 1 TAC Chapter 391, Subchapter D may be barred from receiving future contracts or have an existing contract canceled. Additionally, HHSC may report the vendor's actions to the Comptroller of Public Accounts for statewide debarment, or law enforcement.

7.1.20.1 Performance Compliance

While performing the services, all Contractor and Subcontractor personnel must comply with all applicable state rules, regulations, and HHS Agency’s requests regarding personal and professional conduct applicable to the services being provided as well as the service locations. All personnel must always conduct themselves in a businesslike and professional manner.

If the HHS Agency determines in good faith that an employee of the Contractor or Subcontractor is not conducting himself or herself in accordance with the conduct standards under this Contract, the HHS Agency may provide written notice to the Contractor. Upon receipt of such notice, Contractor must promptly investigate the matter and take appropriate action that may include:

a) Removing the employee from the project;

b) Providing the HHS Agency with written notice of such removal; and

c) Providing the HHS Agency with the information for the replacement employee, who must be qualified and trained, within the timeline designated by the HHS Agency.

7.1.20.2 Contractor Supervisor(s) and Performance Monitoring

The Contractor shall provide competent supervisor(s) at each HHS Agency facility where services are performed. A Supervisor may be considered a roving Supervisor to monitor more than one location with approval from the HHS Contract Manager.

All supervisors must be able to communicate in English verbally and in writing. The supervisor shall be knowledgeable of the Statement of Work (SOW) and requirements of the Contract.

The Contractor and the supervisors shall continuously monitor and maintain awareness, by personal inspection, of the quality and completeness of the work being performed. The Contractor and supervisor may be requested and required to inspect the HHS Agency facility with the HHS Agency Contract Manager or designee.

7.1.20.3 Personnel Removal and Replacement

a) Removal

The HHS Agency may request removal of any Contractor or Subcontractor employee assigned to the Contract for cause, including but not limited to:

1. poor or unacceptable work performance,
2. theft,
3. abusive language or behavior, or
4. improper attire, in accordance with the terms and conditions of this Contract.

Occurrences of this type may be cause for termination of the Contract.

b) Replacement

Replacement of Contractor or Subcontractor personnel will be subject to HHS Agency review and approval. At the request of the HHS Agency, the Contractor must replace, any Contractor or Subcontractor personnel who are not adequately performing the required services or who are unable to work effectively with the HHS Contract Manager or other HHS staff. The Contractor will provide replacement personnel who have the required qualifications and training as outlined in this Solicitation and resulting Contract. The Contractor and HHS Contract Manager will work together in the event of any such required replacement to prevent disruption in the services or performance schedule and will mutually agree upon the timeline for the replacement.

7.1.20.4 Intoxicants and Illegal Drugs Prohibited

The use or possession of any kind of intoxicants or illegal drugs while employees are on duty at HHS Agency premises, including the building and grounds, is prohibited. At the sole discretion of the HHS Agency, non-compliance with this requirement may result in termination of the Contract.

7.1.20.5 Smoking Prohibited

All HHS Agency facilities are nonsmoking buildings. **Contractor's and Subcontractor's employees are prohibited from smoking in all non-designated areas.**

7.1.20.6 Contractor Uniforms and Identification

All Contractor and Subcontractor employees are required to wear company uniforms and identifying badges while providing services in or delivering to HHS Agency premises.

Uniforms may be company shirts or T-shirts, smocks, and pants or shorts. The Contractor shall contact the HHS Agency Contract Manager to request approval for the use of other apparel.

The Contractor's or Subcontractor's uniform apparel must be of one standard color or design.

The Contractor's or Subcontractor's on-site managers or supervisors may wear a distinguishing style of uniform but should strive to maintain a company "standard color" to aid in identification.

All Contractor and Subcontractor personnel must prominently display their company identification badges or the company name and employee's name (first and/or last) must be on their shirt, T-shirt or smock.

8 HUB Subcontracting Plan (HSP) Requirements

The Comptroller of Public Accounts (CPA), Statewide Procurement Division (SPD) administers the Historically Underutilized Business (HUB) Program in accordance with Chapter 2161, Texas Government Code, and Rules §20.281 to §20.298, Title 34, Chapter 20, Subchapter D, Division 1, Texas Administrative Code. The HUB Program rules may be accessed at: https://comptroller.texas.gov/purchasing/vendor/hub/.

It is the policy of HHSC to promote and encourage contracting and subcontracting opportunities with State of Texas-certified Historically Underutilized Businesses (HUBs). Information regarding the HHSC Policy on Using HUBs may be accessed at: https://hhs.texas.gov/doing-business-hhs/contracting-hhs/historically-underutilized-business-opportunities-program.

9 Pricing Information

9.1 Pricing Structure

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

The pricing must be submitted only using **Exhibit C Pricing Sheet** based on the description and the unit of measure(s) provided for each line item. The unit prices must include all Solicitation requirements, including, but not limited to, labor, equipment, materials, supplies and all related expenses.

9.1.1 Federal Minimum Wage Adjustments

Contractor may request a price adjustment based on an increase in the Federal Minimum Wage Rate, published by the U.S. Department of Labor (USDOL), if applicable.

The request must be submitted to the HHS Agency contract manager in writing and include supporting documentation from the USDOL reflecting the increase and the effective date of the increase. HHSC reserves the right to accept or reject the request for an increase.

The effective date for an increase, if approved, will be based on the date of approval by the HHS Agency. Retroactive increases will not be allowed or approved if the USDOL effective date is prior to the date the written request is received by HHSC. Notification of an approved increase in the Contract rate will be provided through a Purchase Order Change Notice or Contract Amendment from the HHS Agency contract manager to include the new unit price and effective date for the increase.

10 Changes to The Contract

Following award, additional services or changes to the original solicitation be added/deleted via Purchase Order Change Notice (POCN) approved by the Agency and the Vendor.

11 Contract Term

11.1 Term of Contract or Purchase Order

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

11.2 Contract Term:

Any contract resulting from this Solicitation will have a term beginning September 1, 2021, and expiring August 31, 2024

11.3 Extension Option

HHSC, at its sole option and subject to availability of funding, may extend the Contract beyond the initial term and all renewal periods for up to one (1) year as necessary to ensure continuity of service, to process a new solicitation, to secure a new contract, for purposes of transition to a new Contractor, or as otherwise determined by HHSC.

This extension, if exercised, will require the Contractor to continue performing services in accordance with the Contract requirements and all terms and conditions.

12 Contract Administration/Transactional Purchase Order Administration

12.1 Contract Manager/Program Lead

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

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

12.2 Services Performed

a) The HHS Contract Manager or designee will monitor all work performed which shall be in accordance with this Contract, local codes and ordinances and any other authority having lawful jurisdiction and shall periodically communicate with the Contractor via telephone, email, and conduct on-site visits to address questions, concerns or progress.

b) It is important that the Contractor performs all duties and requirements as stated. Failure to do so may result in termination of the Contract.

c) All services and deliverables must meet or exceed the required levels of performance specified in this Solicitation.

d) Contractor will be notified by the HHS Agency Contract Manager or designee in writing to correct any service or portion of a service. The Contractor shall take immediate action to correct the service or portion of a service at no additional cost to the HHS Agency. The Contractor shall notify the HHS Agency Contract Manager or designee upon completion for HHS Agency inspection and acceptance, as applicable.

12.3 Performance Reporting

The HHS Contract Manager is required to report vendor performance for purchases over $25,000 through the Texas Comptroller of Public Accounts (CPA) Vendor Performance Tracking System (VPTS). The VPTS reporting is required throughout the life of a contract and not just at its conclusion. HHSC PCS, at its sole discretion, may submit reports in the VPTS on Purchase Orders under $25,000. The VPTS information and report search may be accessed at: https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/.

Performance Notification – Non-Material Deficiency

The HHS Agency may notify Contractor in writing of specific areas of the Contractor's performance that fail to meet performance expectations, standards, or schedules, but that, in the determination of the HHS Agency, do not result in a material deficiency or delay in the implementation or operation of the services.

12.4 Contractor Response to Notification of Non-Material Deficiency

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

a) Explains the reasons for the deficiency, the Contractor's plan to address or cure the deficiency, and when the deficiency will be cured; or

b) If the Contractor disagrees with the HHS Agency's findings, the response must include the reasons why the findings are disputed.

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

12.5 Corrective Action Plan (The Plan)

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

The Plan must include, but is not limited to:

a) A detailed explanation of the reasons for the cited deficiency;

b) The Contractor's assessment or diagnosis of the cause; and

c) A specific proposal to cure or resolve the deficiency.

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

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

12.6 Performance Issues

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

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

a) Failure to reach agreement on corrective action.

b) Failure to perform in accordance with the Corrective Action Plan.

c) Violations of this Contract and Corrective Action Plan(s).

12.7 Confidential or Proprietary Information

Bidder Requirements Regarding Disclosure

Proposals and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Other legal authority also requires HHSC to post certain contracts and Solicitation responses on its public website and to provide such information to the Legislative Budget Board for posting on its website.

Under the PIA, certain information is protected from public release. If Bidder asserts that information provided in its Solicitation Response is exempt from disclosure under the PIA, Bidder must:

a) Mark Original Proposal

1. Mark the Original Proposal, on the top of the front page, the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and

2. Identify, adjacent to each portion of the Solicitation Response that Bidder claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Solicitation Response).

b) Certify in Original Solicitation Response - Affirmations and Solicitation Acceptance (attached as Exhibit A to this Solicitation)

1. Certify, in the designated section of the Affirmations and Solicitation Acceptance, Bidder's confidential information assertion and the filing of its Public Information Act Copy; and

2. Submit Public Information Act Copy of Proposal

   i. Submit a separate "Public Information Act Copy" of the Original Proposal (in addition to the original and all copies otherwise required under the provisions of this Solicitation). The Public Information Act Copy must meet the following requirements:

   ii. The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);

   iii. Each portion Bidder claims is exempt from public disclosure must be redacted (blacked out); and

   iv. Bidder must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (c) of this section must be identical to those set forth in the Original Proposal as required in Subsection (a)(2), above. The only difference in required markings and

information between the Original Proposal and the "Public Information Act Copy" of the proposal will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the Original Proposal.

By submitting a response to this Solicitation, Bidder agrees that, if Bidder does not mark the Original Solicitation Response, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Bidder's Solicitation Response will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the HHSC public website, and posted on the Legislative Budget Board's public website.

If any or all Bidders submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, HHSC, in its sole discretion and in any solicitation, reserves the right to (1) disqualify all Bidders that fail to fully comply with the requirements set forth in this section, or (2) to offer all Bidders that fail to fully comply with the requirements set forth in this section additional time to comply.

Bidder should not submit a Public Information Act Copy indicating that the entire proposal is exempt from disclosure. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire Solicitation Response subject to release under the PIA.

Solicitation Responses should not be marked or asserted as copyrighted material. If Bidder asserts a copyright to any portion of its proposal, by submitting a proposal, Bidder agrees to reproduction and posting on public websites by the State of Texas, including HHSC and all other state agencies, without cost or liability.

HHSC will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this solicitation process, Bidder acknowledges that all information, documentation, and other materials submitted in the Solicitation Response in response to this Solicitation may be subject to public disclosure under the PIA. HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Bidders are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. HHSC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Bidders.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the

Public Information Act Handbook, visit the attorney general's website at http://www.texasattorneygeneral.gov.

12.8 Bidder Waiver – Intellectual Property

Submission of any document to any HHS agency in response to this solicitation constitutes an irrevocable waiver and agreement by the submitting party to fully indemnify the state of Texas and the HHS agency from any claim of infringement by the HHS agency regarding the intellectual property rights of the submitting party or any third party for any materials submitted to HHS by the submitting party.

13 Invoicing and Payment

13.1 Bill-to Address

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

13.2 Invoice Information

Invoices submitted to the HHS agency must reflect the Contract or PO number and must provide the work completed, in detail, for which payment is due. The detail of the work completed must comply with the Pricing Sheet (see **Exhibit C**).

13.3 Payment

a) Payment will be made by the HHS Agency in accordance with the pricing provided on **Exhibit C - Pricing Sheet**. The pricing is considered all-inclusive and no other pricing may be provided on an invoice.

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

c) Any additional expenses incurred by the Contractor are the responsibility of the Contractor and will not be paid by the HHS Agency.

d) The HHS Agency will not pay any per diem, travel, hotel, equipment, phone calls, paper, reproduction services, office space, or other incidental expenses related to performing the services required by the Contract.

13.4 Invoice Submission

a) Contractor must submit invoices on a monthly basis or as otherwise indicated on the purchase order.

b) Separate invoices must be submitted for each delivery, as applicable.

c) Failure to submit an accurate and valid invoice with all required information may result in delay of payment.

13.5 Disputed Invoice(s)

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

14 Insurance Requirements

Contractor is required to submit bond documentation and current certificates of insurance or other proof acceptable to the HHS Agency at the time of notification of a potential award and such proof must be received by the HHS Agency Contract Manager prior to execution by the HHS Agency of any contract. The HHS Agency, in its sole discretion, may request additional evidence of insurance or bonds coverage as deemed necessary.

The HHS Agency may designate a deadline for submission of proof of required insurance or bonds. Failure to timely submit acceptable proof may result in the HHS Agency's revocation of the award.

Contractor shall maintain the required insurance during the initial Contract term and any renewal or extension period exercised. Contractor shall be responsible for ensuring its subcontractors are in compliance with all applicable insurance and bond requirements.

14.1 Specific Insurance Requirements

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.

14.2 Workers' Compensation and Employers' Liability

Contractor shall maintain Workers' Compensation insurance coverage in accordance with applicable statutory limits.

a) Workers' Compensation: Statutory Limits

b) Employers Liability: Each Accident $1,000,000

c) Disease: Each Employee $1,000,000

d) Disease: Policy Limit $1,000,000

14.3 Commercial Automobile Liability

Coverage provided should include any automobile, including hired and non-owned automobiles, at: $1,000,000 combined single limit for each accident.

14.4 Commercial General Liability

Occurrence Based:

a) Bodily Injury and Property Damage

b) Each occurrence Limit: $1,000,000

c) Aggregate Limit: $2,000,000

d) Medical Expense Each Person: $5,000

e) Personal Injury and Advertising Liability: $1,000,000

f) Products / Completed Operations Aggregate Limit: $2,000,000

g) Damage to Premises Rented to HHSC or Affiliated Entity: $50,000

14.5 Umbrella/Excess Liability

Per Occurrence: $1,000,000

a) 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.

b) The HHS Agency shall be named as the obligee in each required bond.

c) 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.

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.

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.

Contractor Shall

a) Provide written notice to the HHS Agency contract manager as indicated on the purchase order at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy;

b) 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

c) Deliver to the HHS Agency contract manger as indicated on the purchaser order 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.

15 Screening of Responses

Neither issuance of this Solicitation nor retention of Responses constitutes a commitment on the part of HHSC to award a Contract. HHSC maintains the right to reject any or all Responses and to cancel this Solicitation if HHSC, in its sole discretion, considers it to be in the best interests of HHSC to do so.

Retention of Responses by HHSC confers no legal rights upon any Bidder.

HHSC reserves the right to select qualified Bidders to this Solicitation with or without discussion of the Response with Bidders.

15.1 Administrative Screening

An administrative screening of Responses timely received will be conducted by HHSC PCS to determine which Responses meet all Solicitation minimum requirements and are deemed responsive and qualified for further consideration and evaluation.

Appendix A – Submission Instructions and Response Checklist will be used to conduct the screening process.

HHSC reserves the right to ask questions or request clarification from any Bidder at any time during the screening process.

15.2 Minor Technicalities

HHSC reserves the right to waive minor technicalities in a Response. A “minor technicalities” is an omission or error that, in HHSC’s determination if waived or modified when screening Responses, would not give a Bidder an unfair advantage over other Bidders or result in a material change in the Response or Solicitation requirements.

HHSC, at its sole discretion, may give a Bidder the opportunity to submit missing information or make corrections. The missing information or corrections must be submitted to the Point of Contact e-mail address, Section 5.1 by the deadline set by HHSC. Failure to respond before the deadline may result in HHSC’s rejecting the Response and the Bidder not being considered for award.

Note: Any disqualifying factor set forth in this Solicitation does not constitute an informality (e.g., Submission of Exhibit A Affirmations and Solicitation Acceptance which must be signed and submitted with the Solicitation response).

16 Evaluation

16.1 Evaluation of Responses

HHSC reserves the right to select qualified Responses to this Solicitation without discussion of the Responses with Bidders. It is understood that all Responses will become a part of HHSC PCS' official procurement files and the Contract after award or the procurement has been terminated and will be available for public inspection in accordance with the Texas Public Information Act.

HHSC reserves the right to conduct studies and other investigations as necessary to evaluate any Response.

16.2 Conformance with State Law for Evaluation

Responses shall be evaluated in accordance with Title 10, Subtitle D, Chapter 2155, sections 2155.074, 2155.075(a), and 2155.144; and Chapter 2156, section 2156.007, Texas Government Code; and Chapter 2157, section 2157.003.

Sections 2155.074, 2156.007, and 2157.003 provide the Best Value Standard for the purchase of goods or services and for the award, which includes consideration of the purchase price and whether the Bidder meets all requirements of this Solicitation.

16.3 Specific Evaluation Criteria

HHSC shall not be obligated to select the Bidder with the lowest price but shall make an award to the Bidder that provides the best value to the State of Texas.

All Responses will be evaluated according to the following criteria:

a) Bidder meeting or exceeding specifications in accordance with this solicitation

b) Bidder's ability to meet delivery requirements

c) Price

16.3.1 Required Pricing

The Pricing Sheet**, Exhibit C,** identifies the pricing requested and required for the products and related services outlined in this Solicitation. The pricing is significant in the overall evaluation of the responses. HHSC PCS is not obligated to select the lowest priced response. The pricing will be evaluated across all Bidders to determine the Response with the lowest price per line item or lowest total for all line items.

The award will be made to the Bidder whose response offers the best value to the State based on all factors considered, including price.

16.3.2 Verification of Past Vendor Performance

By submitting a Response, the Bidder generally releases from liability and waives all claims against any party providing information about the Bidder at the request of HHSC.

Bidders may be rejected as a result of unsatisfactory past performance under any contract(s) as reflected in vendor performance reports, reference checks, or other sources.

The Bidder's past performance may be considered in the evaluation process and prior to making an award determination.

Reasons for which a Bidder may be denied a contract include, but are not limited to:

a) Bidder has unfavorable reports or grade less than a C on the CPA Vendor Performance Tracking System (VPTS). VPTS may be accessed at:

https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/,

OR,

b) Bidder is currently under a corrective action plan through HHSC, OR,

c) Bidder has had repeated, negative vendor performance reports for the same reason, OR,

d) Bidder has a record of repeated non-responsiveness to vendor performance issues, OR,

e) Bidder has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.

In addition, HHSC may examine other sources of vendor performance which may include information provided by any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government.

The performance information may include, but is not limited to:

a) Notices of termination,

b) Cure notices,

c) Assessments of liquidated damages,

d) Litigation,

e) Audit reports, and

f) Non-renewals of contracts.

Further, HHSC, at its sole discretion, may initiate investigations or examinations of vendor performance based upon media reports. Any negative findings, as determined by HHSC in its sole discretion, may result in HHSC's removing the Bidder from further consideration for award.

16.3.3 Ability to Perform

Evaluation will be based upon Bidder's demonstrated experience and ability to provide goods and related services with consideration of the Bidder's business size and scope of all operations, the number of employees and supervisors available to perform the services. The evaluation may also consider the Bidder's demonstrated financial capability, financial solvency and capacity to fulfil the requirements of this Solicitation.

17 Award

HHSC, at its sole discretion, reserves the right to cancel this Solicitation at any time or decline to award any contract(s) as a result of this Solicitation.

All awards are contingent upon approval of the HHSC Executive Commissioner or designee.

HHSC, at its sole discretion, reserves the right to make a single award or multiple awards to achieve the highest overall best value for the state.

18 Disclosure of Interested Parties

Subject to certain specified exceptions, Texas Government Code Section 2252.908, Disclosure of Interested Parties, applies to a contract of a state agency that has a value of at least $1 million or a contract that requires an action or vote by the governing body of the agency before the contract may be signed or a Purchase Order can be issued. One of the requirements of Section 2252.908 is that a business entity (defined as "any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation") must submit a Form 1295, Certificate of Interested Parties, to the state agency at the time the business entity is notified it is a potential awardee or at the time the business entity submits the signed contract to the agency.

Bidder represents and warrants that, if selected for award of a contract as a result of this Solicitation, Bidder shall submit to HHSC a Certificate of Interested Parties at the time Bidder submits the signed contract or is notified by HHSC that Bidder is a potential awardee. Form 1295 involves an electronic process through the Texas Ethics Commission (TEC).

Information regarding the online process for completing Form 1295 is available at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

For further information:

Reference Section 2252.908 of the Texas Government Code which can be accessed at: https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm#2252.908.

Title 1, Chapter 46, Disclosure of Interested Parties of the Texas Administrative Code which can be accessed at: https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=2&ch=46&rl=Y .

If the potential awardee does not timely submit a completed, certified and signed TEC Form 1295 to HHSC after notification of being a potential awardee or with the signed Contract, HHSC is prohibited by law from executing a contract, even if the potential awardee is otherwise eligible for award. Each qualified Bidder will be subject to this procedure.

19 Protest Procedures

Texas Administrative Code, Title 1, Part 15, Chapter 391, Subchapter D provides a formal protest procedure to be used by any Bidder who is allegedly aggrieved in connection with the solicitation, evaluation, or award of a contract by HHSC.

Appendix A – Submission Instructions and Response Checklist

Before submitting a response to this Solicitation, read the ENTIRE solicitation including all exhibits, attachments, forms, etc. Failure to read any part of this Solicitation will not relieve the Bidder from any submission requirements or a Contractor of its contractual obligations.

Each Bidder submits a Response at its own risk and is solely responsible for ensuring its Response is submitted in accordance with all Solicitation requirements, including, but not limited to, instructions in this Appendix, proper labeling, sufficient postage or delivery fees, and ensuring timely receipt by HHSC.

In no event will HHSC be responsible or liable for any delivery delays or errors. Responses must be received by HHSC by the Response Deadline as identified in the Procurement Schedule on the cover page of this Solicitation.

Each Response must include all required information/documents for this Solicitation, but also may contain additional information considered pertinent by Bidder. HHSC reserves the right to reject any or all responses. All responses become the property of HHSC and subject to the Public Information Act (PIA).

Failure to comply with these instructions or the submission requirements may result in disqualification of the response.

SUBMISSION REQUIREMENTS

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

1. Hardcopy Submission – USPS, Express/Overnight Mail, Hand Delivery

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

The Response must include all documentation required by this Solicitation and this Appendix.

a) Submit one (1) original of the complete response package.

b) The complete Response package must be enclosed in properly documented and sealed envelope(s) or sealed cartons.

c) In addition, submit one (1) copy of the original on portable media, such as a compact disk or USB, compatible with Microsoft Office 2000. Any disparities between the contents of the original and the copy submitted on portable media will be interpreted in favor of HHSC.

d) The envelope(s) or carton(s) must be properly labeled, on the face or top of each, with the following:

1. Bidder's name
2. Contact Name for Response
3. Phone number for Response Contact
4. Solicitation number from cover page
5. HHSC PCS Purchaser Name (Sole Point of Contact, Section 6.1).

e) The address for hand delivery, express/overnight delivery address is:

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

f) The address for USPS mail is:

Texas Health and Human Services Commission
Procurement and Contracting Services
Attn: Bid Room Coordinator
Procurement and Contracting Services Building
P.O. Box 149166
Austin, TX 78714-9166

2. E-Mail Submission

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

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

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

a) E-mail Subject Line

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

b) Body of E-mail

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

- Bidder's name
- Contact Name for Response

- Phone number for Response Contact
- Solicitation number from cover page
- Purchaser Name (Sole Point of Contact, Section 6.1).

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

c) Additional Information Regarding Electronic Submission by E-Mail

All documents should be submitted in Microsoft office® formats (Word® and Excel®, as applicable) or in a form that may be read by Microsoft office® software. Any documents with signatures shall be submitted as an Adobe® portable document format (pdf) file. HHSC is not responsible for documents that cannot be read or converted. Unreadable Responses may be, in HHSC's sole discretion, rejected as nonresponsive.

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

3. HHS Online Bid Room (Optional Use)

The Bidder is solely responsible for ensuring that the Response is complete and submitted to, and RECEIVED by, HHSC before the Response Deadline identified in the Procurement Schedule (cover page) or deadline established in subsequent Addenda. HHSC is not responsible for lost, misdirected or late Responses, or technical difficulties preventing submission through the Online Bid Room. Late Responses will be disqualified.

The Response, including all documentation required by this Solicitation and Appendix, must be submitted in its entirety.

Responses may be submitted through the HHS Online Bid Room. **See Exhibit E** for information regarding the two-part registration process required prior to submitting a Response.

4. CHECKLIST FOR SUBMISSION OF RESPONSE

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

Failure to submit the following with the Response WILL disqualify the Bidder from further consideration for evaluation or award.

- ☐ **Exhibit A** - Affirmations and Solicitation Acceptance and HHSC Uniform Terms and Conditions (UTCs)
- ☐ **Exhibit B** - Bid Execution Page

- ☐ **Exhibit C** - Pricing Sheet

Failure to submit the following with the Response MAY disqualify a Bidder. HHSC will review all Responses received and will determine if any or all Responses which do not include the complete, signed (if applicable) copies of Addenda or requested information and documentation will be disqualified or whether additional time will be permitted for submission of the incomplete or missing documentation. If additional time will be permitted, Bidders will be notified in writing to provide the missing documentation by a specified deadline. Failure by Bidder to submit the requested documentation by that deadline WILL result in disqualification.

- ☐ **Exhibit D** – Bidder Reference Form
- ☐ **Bidder's Minimum Experience and Qualifications** - Section 7.1.12
- ☐ **Demonstration of the ability to perform** by a written description of the size and scope of all operations, including the number of Bidder's employees available to provide customer service, order fulfillment, safe shipping and handling of product and the number of supervisors for each location, as applicable. Bidder must include the number of years it has been in business.
- ☐ **24-Hour Contact information**: Provide completed information in Section 7.1.19 of the Solicitation and return a copy of that page with Response.
- ☐ **Provide any other information Bidder believes is pertinent** to demonstrate the Bidder's financial capability, financial solvency, and capacity to fulfill the requirements of this Solicitation.
- ☐ **Addenda,** if applicable
- ☐ **Public Information Act** Copy of Response, if applicable

Exhibit B – Bid Execution Page

TEXAS HEALTH AND HUMAN SERVICES COMMISSION			
Solicitation No.:	**Solicitation Post Date:**	**Response Due Date:**	**Response Due Time:**
HHS00010061	05/27/2021	06/11/2021	**10:30 A.M.**

By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of the Response. ***Respondent agrees to comply with all Contract Affirmations and Uniform Terms and Conditions - Vendor which are attached and incorporated into this document*.**

Check below if preference claimed under Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule § 20.306:

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

RESPONDENT MUST COMPLETE ALL ITEMS:

X _____

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

Print Name:

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)

Exhibit D – Bidder Reference Form

Bidders must provide a minimum of five (5) verifiable references for contracts of similar size and scope of services within the last five (5) years.

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

1. **Business Name:**

   Point-of-Contact Name and Title:

   Address (City, State, Zip):

   Phone:

   Email address:

   Services Performed as Prime Contractor or as Subcontractor?

   [Prime Contractor] or [Subcontractor]

   Description and Dates of Services Provided:

2. **Business Name:**

   Point-of-Contact Name and Title:

   Address (City, State, Zip):

   Phone:

   Email address:

   Services Performed as Prime Contractor or as Subcontractor?

   [Prime Contractor] or [Subcontractor]

   Description and Dates of Services Provided:

3. **Business Name:**

   Point-of-Contact Name and Title:

   Address (City, State, Zip):

   Phone:

   Email address:

   Services Performed as Prime Contractor or as Subcontractor?

   [Prime Contractor] or [Subcontractor]

Description and Dates of Services Provided: