



TEXAS

Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ON BEHALF OF

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Invitation for Bids

for

Chemical Threat Laboratory Equipment Maintenance Services

IFB No. #HHS0010352-1

NIGP Class/Item No(s): 938-63 Laboratory Equipment and Accessories:

Specialized, Biochemistry, Biology, Chemistry, etc., Maintenance and Repair

**Procurement Schedule - All Times are Central Time
Reference Section 2 for further information**

Solicitation Date Posted to ESBD	July 15, 2021
Questions or Clarifications Submission Deadline	July 20, 2021 by 5:00 PM
Responses to Questions or Clarifications - Addendum posted on the ESBD	July 23, 2021 by 5:00 PM
Response Deadline	July 29, 2021 10:30 AM
Anticipated Contract Start Date	September 1, 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.

These specifications are being advertised under Section 2155.067 of the Texas Government Code. Only bids on items conforming exactly to these specifications, which include proposing only the brand name(s), make and model number(s) specified, will be considered in determining an award.

HHSC PCS is seeking competitive bids on behalf of the Texas Department of State Health Services (DSHS) Chemical Threat Laboratory to establish Contract(s) for maintenance of the laboratory's equipment. The Chemical Threat Laboratory has complex instrumentation needs to keep pace with new methods and methodologies deployed by the Laboratory Response Network (LRN) for chemical threats through the Public Health Emergency Preparedness Cooperative Agreement (PHEP) by the Centers for Disease Control and Prevention (CDC).

As the only LRN Chemical Laboratory in the state of Texas, testing capability and capacity must be maintained twenty-four (24) hours a day, seven (7) days per week, three-hundred and sixty five (365) days per year. In order to ensure that equipment meets this requirement and to minimize down-time, it is necessary to contract for professional maintenance 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 Historical Monetary Value

HHS Agency historical spend for the same or similar services is \$160,000.00 for the period September 1, 2016, to August 31, 2021.

1.2 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.

1.3 Solicitation Components

This Solicitation includes the following items:

- Exhibit A - HHS Solicitation Affirmations and HHSC 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](http://www.txsmartbuy.com/sp) 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) **Free and Easy Access** – This means that the equipment is accessible without intervention physically and that the Contractor’s personnel are able to access it freely upon escort into the laboratory space.
- k) **HHS Agency** - The Texas Health and Human Services Commission (HHSC) and the Texas Department of State Health Services (DSHS), separately or combined.
- l) **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.
- m) **Response** – All information and materials submitted in response to this Solicitation. May also be referred to as Bid or Bid Response.
- n) **Respondent** – a term interchangeable with Bidder.
- o) **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.
- p) **Solicitation** - This document, including all exhibits, attachments, appendices, or Addenda (if applicable). May also be referred to as Invitation for Bid or IFB.
- q) **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.
- r) **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.).
- s) **Vendor** – A business entity or individual that supplies services or goods and may be a potential Bidder to this Solicitation.
- t) **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](https://fm.xcpa.texas.gov/fm/pubs/payment/gen_prov/index.php?s=payee_numreq&p=payee_numreq) at https://fm.xcpa.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:

Susan Mullan, CTCD

512-406-2575

susan.mullan@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**.

HHSC reserves the right to cancel this Solicitation at any time. The notice of cancellation will be in accordance with **Section 6.7**.

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**.

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 ESB. It is the responsibility of each Bidder to monitor the ESB for any Addenda affecting this Solicitation. Failure to check the ESB 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 ESB. If the Bidder fails to monitor the ESB 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 ESB. Bidders are responsible for monitoring the ESB frequently for notices regarding this Solicitation.

7 Scope of Work (SOW)

7.1 Scope of Services to be Performed

The Contractor will provide scheduled preventive maintenance services and as-needed maintenance/repair and support services for the following equipment:

1. QTRAP® 4500 [S/N BI20671206]
2. QTRAP® 5500+ [S/N EX223092003]
3. ExionLC™ System
 - a) Degasser [S/N ABDG55873249]

- b) 2 AD Pumps [S/N AB3AD5874154], [S/N AB3AD5874153]
 - c) Autosampler [S/N AB3AC5871706]
 - d) Column Oven [S/N AB3CT5871120]
 - e) System Controller [S/N ABCBM5872896]
- 4. Software Support Plan QTRAP® 4500
 - 5. Software Support Plan QTRAP® 5500+
 - 6. Equipment required in year three (3) of the Contract only (Sept. 1, 2023, to Aug. 31, 2024):
Nexera® II Ultra High-Performance Liquid Chromatography (UHPLC) System
 - a. DGU-20A5R Degasser [S/N L20244911456]
 - b. 2 LC30-AD Pumps [S/N L20555150903], [S/N L20555150906]
 - c. SIL-30ACMP Autosampler [S/N L20645100349]
 - d. CTO-30A/AC Column Oven [S/N L20575150240]
 - e. CBM-20A System Controller [S/N L20235054265]
 - f. FCV-32AH 6 Port High Pressure Switching Valve [S/N L20605000442]

7.1a Public Health Emergency Preparedness (PHEP) Continuation Guidance (January 16, 2020 v.2) Requirements:

- 1. The Contractor must ensure the services provided in the Scope of Work (SOW) meet the Domain 6 Bio surveillance: Additional Requirement for Laboratory Response Network for Biological Threats (LRN-B) and Laboratory Response Network for Chemical Threats (LRN-C)
 - a. LRN Chemical (LRN-C) Level 2 Labs are required to maintain agreements for LRN-C equipment valued at more than \$25,000.00. This is a new requirement for LRN-C Level 2 laboratories.
 - b. Maintenance must be performed by the manufacturer or a company certified by the manufacturer to perform the maintenance.

7.1b Preventive Maintenance Requirements by Equipment

The Contractor's primary requirements under this SOW include but are not limited to:

- 1. QTRAP 4500
 - a. Two (2) preventive maintenance (PM) services per twelve (12) month contract term.

- b. Preventive maintenance requirement (QTRAP 4500/4500MD Systems, Planned Maintenance Procedure GEN-IDV-08-6690-E)
 - i. Pre-planned maintenance tasks
 1. Engage in dialogue regarding system performance with Chemical Threat Laboratory staff.
 2. Review maintenance/issues log of the instrument with Chemical Threat Laboratory staff.
 3. Review and communicate PM plan with Chemical Threat Laboratory staff.
 4. PC Health Check
 - a. Inspect the status of the RAID 1 hard drives
 5. Vacuum system tests
 - a. Record Turbo Pump operational values
 - i. Temperature (C)
 - ii. Current (A)
 - iii. Voltage (V)
 - iv. Power (W)
 - v. Driving Frequency (Hz)
 - vi. Inspect Vacuum Gauge Filament (requires use of Analyst Service Diagnostics Software) and identify Filament position.
 6. Pre-PM pressure test
 - a. Vacuum chamber pressure with CAD gas "Off"
 - b. Pressure Difference (Cad12 minus CAD0) calculation
 7. Inspection for contamination
 - a. Inspect for front-end contamination
 8. Pre-PM system tests
 - a. Q1 Positive MS Test: Intensity and Peak Width
 - b. Q3 Positive MS Test: Intensity and Peak Width
 - c. Q1 Negative MS Test: Intensity and Peak Width
 - d. Q3 Negative MS Test: Intensity and Peak Width
 - e. Reserpine MS/MS Transmission test
 - ii. Planned maintenance
 1. Mass Spectrometer maintenance
 - a. Shut system down
 - b. Replace Rough Pump oil (if necessary); pump dependent
 - c. Replace Rough Pump exhaust filter (if necessary)

- d. Check for excessive oil leakage and address as needed.
 - e. Ensure proper rough pump exhaust is routed through ventilation system.
 - f. Inspect exhaust system
 - i. Gas Fittings (rear) are tight
 - ii. Exhaust hoses are free of kinks
 - iii. Hoses at waste bottles are secure without signs of leakage
 - iv. Waste bottles upright in position
 - v. Exhaust lines are secured in lab ventilation system
 - vi. Confirm no liquid is trapped in exhaust lines
 - g. Replace the four air filters in the base of the mass spectrometer chassis
 - h. Clean turbo pump filter screen
 - i. Verify operation of bench cooling fans
 - j. Clean Curtain Plate
 - k. Clean Orifice Plate
 - l. Clean QJET Ion Guide and IQ0 Lens
 - m. If contamination detected, clean Q0 region and IQ1 lens
 - n. Inspect cable connections
 - i. Power cables - LC System, Roughing Pump, Syringe Pump, UPS are securely connected
 - ii. Communications cables - GPIB/Ethernet Ports, LC Connections, Roughing Pump are securely connected
 - o. Verify system support functions – Gas
 - i. Confirm input gas pressures at regulators are within specifications
 - ii. Confirm no liquid present in the gas lines
 - p. Start up the system
2. Turbo V Ion Source maintenance
- a. Replace Electrode in the Turbo Ion Spray and APCI Probes (if necessary)
 - b. Verify TEM reaches the recommended set-point of 400C
 - c. Inspect Ion Source and clean w/lint-free wipes and 50/50 Methanol/Water as needed
3. Software maintenance

- a. Install any applicable analyst software hotfixes including compatible firmware
- iii. Post-planned maintenance
 1. Voltage tests
 - a. Inspect RF tuning voltages at QPS amplifier module, and tune the coil boxes as needed
 - b. Inspect detector voltage, optimize as needed
 - c. Record Detector voltage
 2. Post-PM Pressure test
 - a. Vacuum Chamber Pressure with CAD gas "Off"
 - b. Pressure difference calculation (CAD12 minus CAD0)
 - c. Record results
 3. Inspect for contamination
 - a. Inspect for front-end contamination
 4. Post-PM system tests (including lab specific masses)
 - a. Q1 Positive MS Test: Intensity and Peak Width
 - b. Q1 Positive MS Test: Peak Width for Identified Masses
 - c. Q3 Positive MS Test: Intensity and Peak Width
 - d. Q3 Positive MS Test: Peak Width for Identified Masses
 - e. Q1 Negative MS Test: Intensity and Peak Width
 - f. Q1 Negative MS Test: Peak Width for Identified Masses
 - g. Q3 Negative MS Test: Intensity and Peak Width
 - h. Q3 Negative MS Test: Peak Width for Identified Masses
 - i. Reserpine MS/MS Transmission Test
 - j. Positive Enhanced Resolution (ER) Mode Test: Intensity and Peak Width
 - k. Positive Enhanced Resolution (ER) Mode Test: Peak Width
 - l. Negative Enhanced Resolution (ER) Mode Test: Intensity and Peak Width
 - m. Negative Enhanced Resolution (ER) Mode Test: Peak Width
 - n. Enhanced Product Ion (EPI) Mode Test
 - o. MS/MS/MS Mode Test
 5. Post-PM tasks
 - a. Delete any unnecessary files
 - b. Back-up the analyst data folder
 - c. Defragment hard drive
 - d. Perform software health check

- e. Install any compatible hotfixes and updates for SCIEX add-on software
 6. StatusScope Remote Monitoring service tasks as needed
 7. Wrap-up
 - a. Review work performed with program.
 - b. Record all test results in GEN-IDV-08-6690-E document and attach all test data.
 - c. Review routine maintenance schedule and procedures with program.
 - d. Complete GEN-IDV-08-6690-E Sign-Off and notate any comments or exception.
2. QTRAP 5500+
- a. Two (2) preventive maintenance (PM) services per twelve (12) month contract term.
 - b. Preventive maintenance requirement (SCIEX Triple Quad 5500+ System, Planned Maintenance Procedure ROU-IDV-08-8387-D)
 - i. Pre-planned maintenance tasks
 1. Engage in dialogue regarding system performance with Chemical Threat Laboratory staff.
 2. Review maintenance/issues log of the instrument with Chemical Threat Laboratory staff.
 3. Review and communicate PM plan with Chemical Threat Laboratory staff.
 4. PC health check
 - a. Inspect the status of the RAID 1 hard drives
 5. Vacuum system tests
 - a. Record Turbo Pump Operational Values
 - i. Temperature (C)
 - ii. Current (A)
 - iii. Voltage (V)
 - iv. Power (W)
 - v. Driving Frequency (Hz)
 - vi. Inspect Vacuum Gauge Filament (requires use of Analyst Service Diagnostics Software) and Identify Filament Position.
 6. Pre-PM pressure test
 - a. Vacuum chamber pressure with CAD gas "Off"
 - b. Pressure Difference (Cad12 minus CAD0) calculation

7. Inspection for Contamination
 - a. Inspect for front-end contamination
 8. Pre-PM system tests
 - a. Q1 Positive MS Test: Intensity and Peak Width
 - b. Q3 Positive MS Test: Intensity and Peak Width
 - c. Q1 Negative MS Test: Intensity and Peak Width
 - d. Q3 Negative MS Test: Intensity and Peak Width
- ii. Planned maintenance
1. Mass spectrometer maintenance
 - a. Shut system down
 - b. Replace Rough Pump oil
 - c. Replace Rough Pump exhaust filter
 - d. Check for excessive oil leakage and address as needed.
 - e. Ensure proper rough pump exhaust is routed through ventilation system.
 - f. Inspect exhaust system
 - i. Gas Fittings (rear) are tight
 - ii. Exhaust hoses are free of kinks
 - iii. Hoses at waste bottles are secure without signs of leakage
 - iv. Waste bottles upright in position
 - v. Exhaust lines are secured in lab ventilation system
 - vi. Confirm no liquid is trapped in exhaust lines
 - g. Replace the four air filters in the base of the mass spectrometer chassis
 - h. Clean turbo pump filter screen
 - i. Clean Curtain Plate
 - j. Clean Orifice Plate
 - k. Clean QJET Ion Guide and IQ0 Lens
 - l. If contamination detected, clean Q0 region and IQ1 Lens
 - m. Inspect cable connections
 - i. Power cables - LC System, Roughing Pump, Syringe Pump, UPS are securely connected
 - ii. Communications cables - GPIB/Ethernet Ports, LC Connections, Roughing Pump are securely connected
 - n. Verify system support functions – gas

- i. Confirm input gas pressures at regulators are within specifications
 - ii. Confirm no liquid present in the gas lines
 - o. Verify the expiry date on the battery system for the UPS, and recommend replacement of the battery tray if required
 - p. Start up the system
 2. Turbo V Ion Source Maintenance
 - a. Replace Electrode in the Turbo Ion Spray and APCI Probes (if necessary)
 - b. Verify TEM reaches the recommended set-point of 500C w/Turbo Ion Spray Probe installed
 - c. Inspect Ion Source and clean w/lint-free wipes and 50/50 Methanol/Water as needed
 3. Software Maintenance
 - a. Install any applicable analyst software hotfixes including compatible firmware
- iii. Post-planned maintenance
 1. Voltage tests
 - a. Inspect RF tuning voltages at QPS amplifier module, and tune the coil boxes as needed
 - b. Inspect detector voltage, optimize as needed
 - c. Record Detector voltage
 2. Post-PM pressure test
 - a. Vacuum Chamber Pressure w/CAD gas off
 - b. Pressure Difference Calculation (CAD12 minus CAD0)
 - c. Record results
 3. Inspect for contamination
 - a. Inspect for front-end contamination
 4. Post-PM system tests (including lab specific masses)
 - a. Q1 Positive MS Test: Intensity and Peak Width
 - b. Q1 Positive MS Test: Peak Width for Identified Masses
 - c. Q3 Positive MS Test: Intensity and Peak Width
 - d. Q3 Positive MS Test: Peak Width for Identified Masses
 - e. Q1 Negative MS Test: Intensity and Peak Width
 - f. Q1 Negative MS Test: Peak Width for Identified Masses
 - g. Q3 Negative MS Test: Intensity and Peak Width
 - h. Q3 negative MS Test: Peak Width for Identified Masses

- i. Reserpine MS/MS Transmission Test
 - j. Positive Enhanced Resolution (ER) Mode Test: Intensity and Peak Width
 - k. Positive Enhanced Resolution (ER) Mode Test: Peak Width
 - l. Negative Enhanced Resolution (ER) Mode Test: Intensity and Peak Width
 - m. Negative Enhanced Resolution (ER) Mode Test: Peak Width
 - n. Enhanced Product Ion (EPI) Mode Test
 - o. MS/MS/MS Mode Test
 - 5. Post-PM tasks
 - a. Delete any unnecessary files
 - b. Back-up the analyst data folder
 - c. Perform software health check
 - d. Install any compatible hotfixes and updates for SCIEX add-on software
 - 6. StatusScope Remote Monitoring service tasks as needed
 - 7. Wrap-up
 - a. Review work performed with program.
 - b. Record all test results in ROU-IDV-08-8387-D document and attach all test data.
 - c. Review routine maintenance schedule and procedures with program.
 - d. Complete ROU-IDV-08-8387-D sign-off and notate any comments or exception.
- 3. ExionLC System
 - a. One (1) Preventive Maintenance (PM) service per twelve (12) month contract term.
 - b. Preventive maintenance requirement (ExionLC and Shimadzu HPLC Systems, Planned Maintenance Procedure ROU-IDV-08-1835-D)
 - i. Pre-planned maintenance tasks
 - 1. Engage in dialogue regarding system performance with Chemical Threat Laboratory staff.
 - 2. Review maintenance/issues log of the instrument with Chemical Threat Laboratory staff.
 - 3. Review and communicate PM plan with Chemical Threat Laboratory staff.
 - ii. Planned maintenance tasks
 - 1. General inspection and maintenance

- a. Visually inspect the complete system for leaks, cabling issues, waste issues, and chemical residue
 - b. Remove the column and pre-column. Install restrictor capillary
 - c. Flush solvent flow path with 1:3 water/methanol at 1 mL/min for ten (10) minutes
 - d. Power off HPLC System Stack and disconnect power cables from the main supply
 - e. Clean all cabinet surfaces, solvent organizers, and covers with a soft, dry cloth. If dirt/debris remains, moisten the cloth and wipe off dirt
 - f. Clean dust from all air intakes
 - g. Replace all three side air filters
2. Degasser maintenance tasks
 - a. Inspect the degasser for signs of leaks at both the degasser inlet and outlet connections for all solvent connections. Correct as necessary.
 - b. Inspect the bottom of each solvent bottle for precipitates and other insoluble materials. If precipitates are present, inform Program to replace mobile phase.
 - c. Replace the suction filters in the individual solvent bottles.
3. LC Pump maintenance tasks
 - a. Access the maintenance procedures for the module to be serviced
 - b. Remove the pump heads and plungers
 - c. Clean the pump heads
 - d. Replace the Plunger assembly
 - e. Replace Plungers and diaphragms.
 - f. Replace the Plunger seals and Backup Ring
 - g. Inspect the drain valve assembly. Check for leaks from connected tubing.
 - h. Replace the inline filter
 - i. Install the pump head, make sure the capillaries and tubing are reconnected properly
 - j. Reset Volume flow counters for both left and right seals
4. Autosampler maintenance tasks
 - a. Ensure Drain Tube position
 - b. Replace Wash Solvent Suction Filters
 - c. Replace the Needle

- d. Replace Needle Seal
 - e. Replace the HPV Rotor Seal
 - f. Replace the LPV Rotor Seal
 - g. Replace Metering Pump Plunger
 - h. Replace Metering Pump Plunger Seal
 - i. Clean/Lubricate Z-feed Screw, Sub- and Main Shafts
 - j. Power-on and initialize
 - k. Ensure completion of purge process
 - l. Reset the "NDL SEAL USED" counter
 - m. Confirm Needle position at the injection port and sample vial. (Re-teach as necessary)
 - n. Age the new needle seal
 - o. Verify cooling function operations
5. Column Oven maintenance tasks
 - a. Perform Gas/Leak Sensor tests
 - b. Verify Temperature Control operation
6. Post PM tasks
 - a. Power-On All modules
 - b. Prime pumps, ensure no leaks
 - c. Perform System Pressure test for each Flow path. Record results in RUO-IDV-1835-D Document
 - d. Verify system performance
 - i. Option 1: Run known program sample
 - ii. Option 2: Complete HPLC MS System Test w/Triazine solutions
 - iii. Record results in RUO-IDV-1835-D Document
 - e. Reset applicable maintenance records, instrument counters, and logbooks.
 7. Wrap-up
 - a. Review work performed with the program.
 - b. Record all test results in ROU-IDV-08-1835-D document and attach all test data.
 - c. Review routine maintenance schedule and procedures with the program.
 - d. Complete ROU-IDV-08-1835-D sign-off and notate any comments or exception.

4. Nexera II UHPLC System

- a. One (1) preventive maintenance (PM) services per twelve (12) month contract term.
- b. Preventive maintenance requirement (Shimadzu Nexera II UHPLC Systems)
 - i. Pre-planned maintenance tasks
 1. Engage in dialogue regarding system performance with Chemical Threat Laboratory staff.
 2. Review maintenance/issues log of the instrument with Chemical Threat Laboratory staff.
 3. Review and communicate PM plan with Chemical Threat Laboratory staff.
 - ii. Planned maintenance tasks
 1. General inspection and maintenance
 - a. Visually inspect the complete system for leaks, cabling issues, waste issues, and chemical residue
 - b. Remove the column and pre-column. Install restrictor capillary.
 - c. Flush solvent flow path with 1:3 water/methanol at 1 mL/min for 10 minutes
 - d. Power off UHPLC System Stack and disconnect power cables from the main supply
 - e. Clean all cabinet surfaces, solvent organizers, and covers with a soft, dry cloth. If dirt/debris remains, moisten the cloth and wipe off dirt
 - f. Clean dust from all air intakes
 - g. Replace all three side air filters
 2. Degasser maintenance tasks
 - a. Inspect the degasser for signs of leaks at both the degasser inlet and outlet connections for all solvent connections. correct as necessary.
 - b. Inspect the bottom of each solvent bottle for precipitates and other insoluble materials. If precipitates are present, inform program to replace mobile phase.
 - c. Replace the suction filters in the individual solvent bottles.
 - d. Remove dust from electronics.
 - e. Test leak sensor operation, adjust threshold as necessary
 - f. Test proper initialization and vacuum pump down
 - g. Verify pressure reading if connected to LC-20 series pump
 3. LC Pump maintenance tasks

- a. Access the maintenance procedures for the module to be serviced
 - b. Remove the pump heads and plungers
 - c. Clean the pump heads
 - d. Replace the Plunger assembly
 - e. Replace Plungers and Diaphragms.
 - f. Replace the Plunger seals and Backup Ring
 - g. Inspect/clean the drain valve assembly. Check for leaks from connected tubing.
 - h. Replace the inline filter
 - i. Replace suction filters
 - j. Replace inlet/outlet check valves
 - k. Replace wash kits solution/clean as needed
 - l. Lubricate oil pads, cams and cam followers
 - m. Remove dust from fan and electronics
 - n. Verify stored function parameters and ROM version
 - o. Perform pulsation and flow rate check
 - p. Install the pump head, make sure the capillaries and tubing are reconnected properly
 - q. Reset Volume flow counters for both left and right seals
4. Autosampler maintenance tasks
- a. Ensure Drain Tube position
 - b. Replace Wash Solvent Suction filters
 - c. Replace the Needle
 - d. Replace Needle seal
 - e. Replace Sample Loop
 - f. Inspect/Clean LPV Stator
 - g. Replace HPV valve head housing/Stator
 - h. Replace the HPV Rotor seal
 - i. Replace the LPV Rotor seal
 - j. Replace Metering Pump Plunger
 - k. Replace Metering Pump Plunger seal
 - l. Ensure proper Purge and Rinse operation
 - m. Clean/lubricate Z-feed Screw, Sub- and Main Shafts
 - n. Power-on and initialize
 - o. Ensure completion of purge process
 - p. Reset the NDL SEAL USED counter

- q. Confirm Needle position at the injection port and sample vial. (Re-teach as necessary)
 - r. Age the new Needle seal
 - s. Verify Cooling Function operations
 - t. Perform injection Volume Accuracy test
5. Column Oven maintenance tasks
- a. Remove dust from fan and electronics
 - b. Perform memory check
 - c. Verify for proper temperature accuracy calibration
 - d. Verify for proper temperature accuracy calibration
 - e. Perform Gas/Leak Sensor tests
6. Six (6) Port High Pressure Switching Valve tasks
- a. Inspect flow path for leaks
 - b. Remove dust from electronics
 - c. Replace Rotor assembly
 - d. Clean Stator assembly
7. System Controller
- a. Remove dust from electronics compartment
 - b. Perform memory check if data loss is acceptable to customer or backup/reload is viable
 - c. Verify communication and connectivity to all peripherals including connected HPLC modules and PC
 - d. Check/set proper date and time
 - e. Inspect internal and external cable connections
8. Post PM tasks
- a. Power-on all modules
 - b. Prime pumps, ensure no leaks
 - c. Perform System Pressure- test for each Flow Path.
 - d. Verify system performance
 - i. Run known program sample
 - e. Reset applicable maintenance records, instrument counters, and logbooks.
9. Wrap-Up
- a. Review work performed with program staff.
 - b. Record all test results and attach all test data to service report.

- c. Review routine maintenance schedule and procedures with program staff.
- d. Complete service documentation and notate any comments or exception.
- e. Provide detailed report to program staff within three (3) business days after service completion.
- f. Contractor's Field Service Engineer must leave equipment and its parts in an organized and orderly state, even if service/repairs are still in progress.

7.1.c Software Support Plan Requirements:

Contractor shall be required to provide the following:

1. Updates and upgrades during each twelve-month term of the Contract.
2. Priority access to phone and online software support.
3. Premium SCIEX University and Knowledge Base content online.
4. Discounts on related services, including but not limited to software licenses, software services and validation and compliance services.

7.1.1 Service Location(s)

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

DBGL (Dr. Bob Glaze Laboratory Services) Laboratory

1100 West 49th St., Austin, Texas 78756

Laboratory Room Location: L733

HHS Region 07

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.

7.1.2 Performance Schedule

Contractor shall perform contracted services, including any minor adjustment call-back services, Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. (Central Time). Contractor shall not interfere with normal flow of business at the service location.

Contractor shall respond to all service calls within four (4) business hours of HHS Agency request, unless the Response Deadline is extended by the HHS Agency contract manager.

7.1.3 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.

7.1.4 Minimum Experience and Qualifications

These minimum requirements apply to the Contractor and Contractor's personnel

Documentation of experience and qualifications must be submitted with Response.

- a) The Bidder shall provide resumes of the Field Service Engineer(s) who will service the equipment. The resume shall clearly demonstrate the models/manufacturers of equipment that the service engineer has experience with, including training related to the equipment.
- b) The Bidder shall provide, for all Service Personnel (on-site or off-site), original equipment manufacturer (OEM) Field Service Engineer (on-site) or Support Personnel (off-site) training certificates for all listed equipment in **Section 7.1**, Scope of Services to be Performed. OEM Field Service Engineer or Support Personnel training certificates must be issued from the OEM within the last two (2) years of the start date of the contract period, as per **Section 10.2**, Initial Contract Term. User Level Maintenance training is not acceptable to meet the requirements. Training certificates must be verified with OEM.
- c) Required Licensure and Accreditation: Bidder's OEM Field Service Engineer or support personnel training certificates must be issued from the OEM within the last two (2) years of the start date of the contract period (see **Section 10.1**, Term of Contract or Purchase Order). OEM Field Service Engineer training is required; User Level Maintenance Training is prohibited. Training certificates must be verified with OEM prior to acceptance of service by the Program.
- d) The Bidder must provide a minimum of three (3) verifiable references for current or previous contracts of the same size and for similar or same services within the last three (3) years. See **Exhibit D – Bidder Reference Form**.

7.1.5 HHS Agency Responsibilities

- a) Provide reasonable access to the facility(s) and property where services are to be performed. Free and Easy Access will be guaranteed by the program to equipment (Monday - Friday, 7:00 a.m. to 5:00 p.m. CT)

7.1.6 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.

- a) The Contractor shall furnish all labor, tools, transportation, equipment, materials, and supplies, as necessary to perform the services and/or provide the goods, if applicable, as required.
- b) The Contractor shall be responsible for supervision, clean up and proper disposal of any site work waste.
- c) The Contractor shall guarantee two (2) business day on-site response for remedial repairs.
- d) The Contractor shall provide hardware and application telephone support.
- e) The Contractor shall provide periodic email messages, communicating software, application and service bulletins.
- f) The Contractor shall provide access to StatusScope Remote Monitoring service, real-time instrument monitoring service
- g) The Contractor shall provide a twenty-five percent (25%) discount on fixed-price services.
- h) The Contractor shall ensure only personnel with verified OEM Field Service Engineer (on-site) or Support Personnel (off-site) training certificates will be allowed to provide service during the Contract period.
- i) The Contractor shall ensure only Contractor's personnel will provide service during the Contract period. Subcontracting is not permitted due to the critical public health nature of the equipment.
- j) The Contractor shall ensure service availability as follows:
 - 1) Scheduled maintenance service will be scheduled by the program and Contractor's Field Service Engineer no later than one (1) month prior to the preventive maintenance due date. The Contractor's Field Service Engineer is expected initiate the scheduling.

- 2) The Contractor must use best judgement to provide on-demand service in case of covered part failure to include:
 - i. Provide on-site repair
 - ii. Repair of the product at a contractor service center.
 - iii. Provide necessary replacement parts with installation instructions and/or phone support
 - iv. Replacement parts need to be readily accessible for repair or maintenance activities to be completed within six (6) business days of a reported issue.

- k) The Contractor shall ensure the charges for services meet the following guidelines:
 - 1) All labor and travel charges required to carry out planned maintenance visits during the period of the agreement are included at no extra cost.
 - 2) Repair costs relating to the failure of components within the period of the agreement are included at no extra cost.
 - 3) All travel charges are to be factored into the contract to cover travel costs during the contract period.

- l) The Contractor shall ensure the parts used to provide service meet the following requirements:
 - 1) All parts used in repair or maintenance services must be manufactured by the equipment OEM.
 - 2) All parts used in repair or maintenance services are required to be free of damage or defect. Known damaged or defective parts must not be installed in equipment.
 - 3) All parts and labor (excluding consumables) necessary to restore the product to operating specifications are included at no extra cost.

- m) The Contractor shall ensure the following requirements regarding warranty and liability:
 - 1) All OEM parts and the services provided under the service agreement are free of defects in materials and workmanship when products are used in accordance with OEM instructions.

- 2) Contractor is solely responsible to repair, replace, at its options, any non-conforming part or product during the duration of the service agreement, at no extra cost.
- 3) At the expiration of the service agreement all parts and services are warrantied for thirty (30) days from the date of service

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.

7.1.7 Contractor Equipment

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

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

7.1.8 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) 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 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.

7.1.9 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.

7.1.10 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.

7.1.11 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

Contact Name	Office Phone	Cell Phone	Email

7.1.12 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.

7.1.12.1 Performance Compliance

While performing the services, all Contractor 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 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.

7.1.12.2 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.

7.1.12.3 Personnel Removal and Replacement

a) Removal

The HHS Agency may request removal of any Contractor 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 personnel will be subject to HHS Agency review and approval. At the request of the HHS Agency, the Contractor must replace, any Contractor 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.

7.1.12.4 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.

7.1.12.5 Smoking Prohibited

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

7.1.12.6 Contractor Uniforms and Identification

All Contractor 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 uniform apparel must be of one standard color or design.

The Contractor'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 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 Pricing Information

8.1 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.

8.2 Price Adjustments

Contractors are required to immediately implement any price decrease that may become available during the Contract term. Contractor must notify the designated contract manager in writing so that a Purchase Order Change Notice or Contract Amendment may be processed. The Contractor will be provided the contract manager contact information upon award.

8.2.1 Price Adjustment Index

Price adjustments are not automatic. Prices only may be adjusted at the sole discretion of HHSC.

HHSC may permit price adjustments when correlated with the index as specified below and as published by the Bureau of Labor Statistics (BLS), Region VI, Washington, DC 20212.

[BLS Website](https://data.bls.gov/cgi-bin/srgate): <https://data.bls.gov/cgi-bin/srgate>

[CPI-W Urban Wage Earners and Clerical Workers – Series ID: CWUR0000AA0](https://data.bls.gov/timeseries/CWUR0000AA0):

<https://data.bls.gov/timeseries/CWUR0000AA0>

[CPI-U All Urban Consumers – Series ID: CUUR0000AA0](https://data.bls.gov/timeseries/CUUR0000AA0)

<https://data.bls.gov/timeseries/CUUR0000AA0>

When using the most recent monthly information from the index, the following applies:

A = Index from the month of the Response Deadline of this Solicitation, OR

The effective date/month of the last approved price increase or renewal option exercised

B = Current or latest baseline index

The allowable percent change must be calculated as follows:

$B - A \div A \times 100\% = \text{Percent of allowable price increase or decrease}$

Failure by the Contractor to calculate this formula and provide any supporting documentation will not be considered a properly submitted price increase request.

The Contractor may offer price decreases in excess of the allowable percent change at any time during the term of the Contract.

8.2.2 Price Adjustment Requests

The Contractor must provide, in writing to the HHS Agency contract manager, a request for a price adjustment. The adjustment request must use the index and formula identified in **Section 8.2.1**.

Contractor must provide supporting documentation to justify any price adjustment. Any request submitted that fails to use the formula above for calculating a price adjustment will not be considered a complete, properly submitted request. Additionally, any request submitted by a Contractor that does not include supporting documentation will not be considered a complete, properly submitted price adjustment request.

The HHS Agency reserves the right to accept or reject the request for a price adjustment. The Contractor will receive written notification, through a Purchase Order Change Notice or Contract Amendment, from the HHS Agency contract manager documenting action taken, to include effective dates, for any adjustments approved.

8.2.3 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.

9 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.

10 Contract Term

10.1 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.

10.2 Contract Term:

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

10.3 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.

11 Contract Administration/Transactional Purchase Order Administration

11.1 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.

11.2 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.

11.3 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](https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/) 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.

11.4 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.

11.5 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.

11.6 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).

11.7 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 - HHS Solicitation Affirmations (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>.

11.8 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.

12 Invoicing and Payment

12.1 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.

12.2 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**).

12.3 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.

12.4 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.

12.5 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.

13 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..

13.1 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.

13.2 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

13.3 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.

13.4 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

13.5 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..

14 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.

14.1 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.

14.2 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 6.1** 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).

15 Evaluation

15.1 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.

15.2 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.

15.3 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

15.3.1 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.

15.3.2 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.

15.3.3 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.

16 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.

17 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](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.

18 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** - HHS Solicitation Affirmations 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 7.1.4**

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 7.1.11** 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