



TEXAS
Health and Human Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

Cecile E. Young, Executive Commissioner

Invitation for Bids

for

Armed and Unarmed Security Guard Services for Region 10

IFB No. HHS0013517

NIGP Class/Item No(s):

990-46 Guard and Security Services

Procurement Schedule - All Times are Central Time Reference Section 2 for further information	
Solicitation Date Posted to ESBD	July 6, 2023
Courtesy Review of HUB Subcontracting Plan (HSP) Submission Deadline	July 14, 2023, 5:00 PM
Questions or Clarifications Submission Deadline	July 17, 2023, 5:00 PM
Responses to Questions or Clarifications - Addendum posted on the ESBD	July 19, 2023
Response Deadline	July 28, 2023, 10:30 AM
Anticipated Contract Start Date	September 1, 2023

Table of Contents

1	Introduction and Purpose of Solicitation	4
1.1	Historical Monetary Value	4
1.2	No Guarantee of Volume, Usage or Compensation	4
1.3	Solicitation Components	4
2	Procurement Schedule	5
3	Withdrawal of Response.....	5
4	HHSC Overview	5
5	Definitions	6
6	General Solicitation Information	7
6.1	Sole Point of Contact and Communications.....	7
6.2	Exception to the Sole Point of Contact	8
6.3	Offer Period.....	8
6.4	Costs Incurred	8
6.5	Changes, Modifications and Cancellation	9
6.6	Ambiguity, Conflict, Discrepancy	9
6.7	Solicitation Questions or Clarifications	9
6.8	Notification of Addenda or Cancellation.....	10
7	Scope of Work (SOW)	11
7.1	Scope of Services to be Performed	11
8	HUB Subcontracting Plan (HSP) Requirements.....	27
8.1	HUB Subcontracting Plan (HSP).....	28
8.2	Courtesy Review of HSP	28
9	Pricing Information	28
9.1	Pricing Structure.....	28
9.2	Price Adjustments	29
10	Changes to The Contract	30
11	Contract Term.....	30
11.1	Term of Contract or Purchase Order.....	30
11.2	Initial Contract Term:	30
11.3	Renewal Option(s).....	31
11.4	Extension Option.....	31
12	Contract Administration/Transactional Purchase Order Administration	31
12.1	Contract Manager/Program Lead	31
12.2	Services Performed	31
12.3	Performance Reporting.....	32
12.4	Contractor Response to Notification of Non-Material Deficiency	32

12.5 Corrective Action Plan (The Plan).....32

12.6 Performance Issues33

12.7 Confidential or Proprietary Information33

12.8 Bidder Waiver – Intellectual Property.....35

13 Invoicing and Payment35

13.1 Bill-to Address35

13.2 Invoice Information36

13.3 Payment36

13.4 Invoice Submission36

13.5 Disputed Invoice(s).....37

14 Insurance Requirements.....37

14.1 Specific Insurance Requirements37

14.2 Workers’ Compensation and Employers’ Liability37

14.3 Commercial Automobile Liability38

14.4 Commercial General Liability38

14.5 Umbrella/Excess Liability38

15 Screening of Responses39

15.1 Administrative Screening40

15.2 Irregularities40

16 Evaluation40

16.1 Evaluation of Responses40

16.2 Conformance with State Law for Evaluation.....41

16.3 Specific Evaluation Criteria.....41

17 Award43

18 Disclosure of Interested Parties.....43

19 Protest Procedures44

Appendix A – Submission Instructions and Response Checklist45

1 Introduction and Purpose of Solicitation

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

HHSC PCS is seeking competitive bids to establish contract(s) for armed and unarmed security guard services for Region 10.

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 \$1,585,714.28 for the period 09/01/2020 to 08/31/2023.

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
- Exhibit B – PCS 111-Contract Affirmations and HHS Uniform Terms and Conditions (UTCs)
- Exhibit C – Bid Execution Page
- Exhibit D – Pricing Sheet
- Exhibit E – Bidder Reference Form
- Exhibit F – HHS Online Bid Room Information

- Exhibit G – Historically Underutilized Business (HUB) Subcontracting Plan (HSP) Requirements
- Exhibit H – DFPS Custodial and Security Guard Background Check Information

2 Procurement Schedule

The Procurement Schedule dates on the cover page of this Solicitation 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 e-mail to the point of contact listed in Section 6.1 (Sole Point of Contact and Communications).

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](https://www.txsmartbuy.com/esbd) at: <https://www.txsmartbuy.com/esbd>.
- Note: The Texas Comptroller of Public Accounts (CPA) recommends utilizing Google Chrome when navigating CPA websites.*
- i) **Exhibit** – A document, included as an attachment to this Solicitation, which provides terms and conditions, additional requirements and information related to this Solicitation.
 - j) **HHS Agency** - The Texas Health and Human Services Commission (HHSC) and the Texas Department of State Health Services (DSHS), separately or combined.

- k) **Purchase Order** – A legally enforceable agreement between two or more parties. A Purchase Order is issued by HHSC indicating types, quantities, and agreed pricing for services and goods the Contractor will provide. Also considered a Contract.
- l) **Response** – All information and materials submitted in response to this Solicitation. May also be referred to as Bid or Bid Response.
- m) **Respondent** – A term interchangeable with Bidder.
- n) **Scope of Work** – The description of requirements, services, specifications for goods which may be required, and deliverables as provided in this Solicitation and any resulting Contract which the Contractor is required to provide.
- o) **Solicitation** - This document, including all exhibits, attachments, appendices, or Addenda (if applicable). May also be referred to as Invitation for Bid or IFB.
- p) **Subcontractor** - Any entity or individual that enters into a contract with the Contractor to perform part or all of the obligations of the Contractor under the Contract.
- q) **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, HHS Solicitation Affirmations. 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.
- 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.

6 General Solicitation Information

6.1 Sole Point of Contact and Communications

The HHSC PCS Sole Point of Contact for inquiries concerning this Solicitation is:

Katrinia Ender, CTCD, CTCM

512-406-2428

Katrinia.Ender@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 in **Section 6.1 (Sole Point of Contact and Communications)**; 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 Sole Point of Contact or any other HHS staff. **Failure to comply with these requirements may result in disqualification of the Response.**

The Sole Point of Contact will authorize a secondary Sole Point of Contact in the event of their absence and, in such an event, will include the contact information for the secondary Sole Point of Contact in their automatic reply out-of-office e-mail message. Bidders seeking to contact the Sole Point of Contact should do so via e-mail in order to receive updated contact information. See also **Section 6.2 (Exception to Sole Point of Contact)** below.

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 Exception to the Sole Point of Contact

The only exceptions to the Sole Point of Contact are the HUB Coordinator, or, if expressly directed by the Sole Point of Contact, another designated System Agency representative, e.g., during contract negotiations, if allowed due to the circumstances of this procurement; generally, negotiations are not allowed when soliciting with the Invitation for Bid method and there should be no expectation by Bidders that negotiations will be allowed for this procurement.

Should Bidders have questions regarding proper completion of the HUB Subcontracting Plan, the HUB Coordinator may be contacted at Bob.McCurdy@hhs.texas.gov. The **Sole Point of Contact, Section 6.1**, must be copied on the e-mail.

6.3 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 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.

6.4 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.

6.5 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 of this Solicitation). Changes, amendments and modifications will be processed through one or more Addendum. The notification for any Addendum will be processed in accordance with **Section 6.8**.

HHSC reserves the right to cancel this Solicitation at any time. The notice of cancellation will be in accordance with **Section 6.8**.

6.6 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.

6.7 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 of this solicitation) 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 of this solicitation) through a new Addendum. The notification will be processed in accordance with **Section 6.8 (Notification of Addenda or Cancellation)**.

6.7.1 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 (cover page of this Solicitation) 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 of this Solicitation) may be reviewed by HHSC but will not be answered.

6.8 Notification of Addenda or Cancellation

6.8.1 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 ESD. It is the responsibility of each Bidder to monitor the ESD for any Addenda affecting this Solicitation. Failure to check the ESD 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 ESD. If the Bidder fails to monitor the ESD 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.

6.8.2 Cancellation Notification

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

7 Scope of Work (SOW)

7.1 Scope of Services to be Performed

The required services to be provided are armed and unarmed security guard services for Region 10.

I. Key Personnel Qualifications:

The Contractor shall provide the following key personnel with the listed qualifications:

a) Contract Manager:

The contract manager shall have:

1. A minimum of three (3) years' experience, within the last five (5) years in managing security guard personnel.
2. Extensive knowledge and experience in law enforcement, armed services, and patrol services procedures.
3. The contract manager must ensure that all staff on this contract are following all post orders, report to work on time daily, check in via the company's reporting system and that all timesheets and invoices are correct.

Note: Extensive Knowledge is defined as a broad knowledge of elements of a job and interrelated business areas to develop or direct the development of new methods, procedures, or processes, implement their use and integration into existing programs and assume responsibility for people(s) and its services. The cost of the contract manager will need to be figured in the rates listed in Exhibit D – Pricing Sheet.

4. Specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities.

b) Security Guard Site Supervisor:

The security guard site supervisor shall have:

1. A minimum of three (3) years' experience within the last (5) five years in managing security guard personnel.
2. Extensive knowledge and experience in law enforcement, armed services and patrol services procedures.
3. Specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various facilities.

4. The supervisor must conduct random bi-weekly visits to each HHSC site, to ensure staff are following the HHSC post orders, as well as all sites have armed guards, on a daily basis.

Note: The cost of a security guard supervisor will need to be incorporated and the rates listed in Exhibit D- Pricing Sheet.

c) Unarmed Security Guard(S) Qualifications:

Security guard(s) shall have a minimum of one (1) year of actual experience as a security guard and patrolling services in the field, excluding training.

d) Armed Uniformed and Plain Clothed Security Guard Qualifications:

Armed security guard(s) shall:

1. Have a minimum of two (2) years of actual experience as an armed guard.
2. Have successfully completed the state of Texas approved armed security guard officer training courses.
3. Possess a valid armed commission officer security guard license to work in the state of Texas.
4. Possess the required permits and directives to carry a weapon.
5. Armed guards are the primary source of guards to be on site at all HHSC locations as stated in this contract.

e) Dedicated Vehicle Patrol Service:

A dedicated patrol vehicle with a uniformed unarmed security guard will be assigned to patrol interior and exterior of buildings, grounds, check gates and check parked state vehicles at random intervals and other duties as assigned by the HHSC designated representative. The cost of the vehicle will need to be figured in the rates listed in Exhibit D – Pricing Sheet.

II. Service Requirements:

The Contractor shall ensure the following service requirements are provided.

a) Training:

Contractor shall designate a training officer, who shall perform all training for new security guard assigned to HHSC.

1. If a new security guard is provided subsequent to HHSC, the Contractor shall ensure the newly assigned security guard is properly trained on HHSC security procedures for a minimum of eight (8) hours at no additional cost to HHSC, prior to assigning duty locations.
2. Training shall include, but not be limited to, working on-site at a HHSC security guard post with a previously trained security guard.

3. Once individuals are trained, the same individual shall be utilized and assigned to the same HHSC post areas and given the opportunity to be cross trained at other security guard posts.

b) Post Procedures Will Be Identified and Developed:

The security guards shall perform, but not be limited to the following:

1. Ensure door and gates are locked and unlocked as requested by HHSC.
2. Patrol interior and exterior of buildings, grounds, and state vehicles at random intervals.
3. Report any maintenance problems to HHSC building facility manager and HHSC Security Branch. Security guard will make entries into the Daily Activity Log.
4. Complete Daily Security Report forms and ensure all activity occurring during shift is recorded to include, but not be limited to, any unusual and suspicious activity.
5. Security guard shall have knowledge and be familiar with the HHSC procedures for all fire alarms, bomb threats and other emergencies.
6. Randomly check all boxes and containers taken out of the building to ensure state property is not removed by unauthorized personnel (to be authorized personnel must have a state issued badge).
7. Check-in by usage of HHSC phone, as established by post instructions to Contractor's dispatcher.
8. Perform other duties as assigned to include, but not be limited to:
 - i. Contact appropriate HHSC divisions when incoming mail, fax, or carrier delivery is received at their post. HHSC division personnel will be responsible for receipt of such material.
 - ii. Report any hazardous safety condition.

c) Security Guard Requirements:

All security guards utilized shall meet the following requirements:

1. Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements is maintained.
2. Be able to walk unassisted a minimum of 300 yards, climb stairs, and be able to lift and carry 20 pounds.
3. Be qualified and licensed to carry any type of non-lethal weapons, such as baton, chemical spray, etc. Carrying of non-lethal weapons shall be only as authorized by HHSC. Upon approval to carry non-lethal weapons, the Contractor shall furnish proof to HHSC verifying security guards are qualified and have been trained.

4. Maintain respect for HHSC employees, contractors, and visitors and conduct themselves with a high level of professionalism. Maintain a business-like demeanor at all times.
5. Not depart their assigned duty area(s) until they have been properly relieved. Under no circumstances shall any assigned duty area be left abandoned without HHSC approval.
6. Shall be alert to surrounding area of responsibility at all times.
7. Ensure unauthorized personnel are not permitted on HHSC grounds and in facilities at any time (to be authorized personnel must have a state issued badge).
8. Avoid using force except when necessary to protect HHSC employees and property.
9. Be physically and mentally qualified to perform the requirements of this specification.
10. Be a high school graduate or hold a GED equivalent.
11. Be fluent in English and Spanish with ability to receive, give, and understand written and verbal instructions and procedures.
12. Ability to communicate orally and in writing.
13. Be computer literate. On-line report(s) shall be completed daily on computer using HHSC's latest edition of MS Word®. The submitted information shall be correct and convey complete and accurate information.
14. Possess proper telephone etiquette answering skills.

d) Site Supervisor:

The site supervisor shall be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements are continually maintained.

The site supervisor shall:

1. Ensure security guard(s) are monitoring contractors and subcontractors at HHSC facilities upon request by HHSC.
2. Make on-site inspections at each location on a weekly basis and provide the HHSC designated representative with a copy of inspection report.

Problems and issues shall be handled in the following manner:

- i. Any identified problems or issues shall be corrected within twenty-four (24) hours.
- ii. Corrective measures shall be taken the next day and site supervisor shall provide an expected time of resolution.
- iii. If a problem or issue cannot be corrected within twenty-four (24) hours, the site supervisor shall contact the HHSC designated representative by phone. The site

supervisor shall follow up in writing explaining the nature of the problem and why it cannot be corrected within twenty-four (24) hours.

- iv. Make a minimum of one (1) physical check of the security guard(s) per shift daily. The site supervisor shall report the time the shift check was completed on the Daily Security Report.
- v. The site supervisor shall schedule relief for security guard personnel for thirty (30) minute unpaid lunch and/or fifteen (15) minute breaks each day. Security Guard shall remain on premises during each break. Under no circumstances shall any assigned duty area be left abandoned without proper authority.

NOTE: Failure to comply may result in the contract purchase order being cancelled.

e) Contract Manager:

The contract manager shall:

- 1. Maintain continuous awareness of the quality and completeness of the work performed by the security guard personnel.
- 2. Make periodic joint inspection checks on all security guards with the HHSC designated representative on a monthly basis or as requested by HHSC.

f) Contractor Requirements:

The Contractor shall:

- 1. Provide a local, twenty-four (24) hour, seven (7) day a week phone number. The contract manager or site supervisor shall return calls within fifteen (15) minutes of being contacted by HHSC designated representative.
- 2. Not hire any currently employed HHSC personnel.
- 3. Provide the following security guard(s) on an as-needed basis, which may include, but not be limited to:
 - i. Uniformed unarmed and uniformed armed or armed patrol guards.
 - ii. Uniformed armed security guards and plain-clothed armed security guards, when requested by HHSC, for special occasions or in emergency situations.
 - iii. Security guard site supervisors.
- 5. Provide the required type of security guard(s) at multiple service facilities at the same time as requested by HHSC.
- 6. Provide proof that any assigned security guards have in their possession a current Texas Department of Public Safety Non-Commissioned Security card or a Commissioned Officer Security card.
- 7. When requested by HHSC, provide background check results on Contractor assigned security guards.

8. Provide the HHSC designated representative the names of all security guard personnel performing under the contract purchase order.
9. Provide an updated assigned list of replacement personnel to changes as soon as they occur.
10. Ensure security guard(s) are on time and at their scheduled HHSC duty facility.
11. Prior to security personnel being assigned to a shift at any HHSC facility the Contractor shall:
 - i. Submit a letter to the HHSC designated representative verifying each individual assigned meets or exceeds HHSC's security requirements.
 - ii. Ensure security guards do not work more than two consecutive eight (8) hour shifts.
12. Meet with the HHSC designated representative and establish post procedures and instructions for each assigned post.
13. Request for any changes to post procedures or other special requests for security guards, shall be in writing. These changes must be approved by the HHSC designated representative in writing.
14. Correct all discrepancies brought to the attention of the Contractor by the HHSC designated representative within twenty-four (24) hours.

g) Personnel Replacement

1. The HHSC designated representative will have the final approval as to which security guard may be assigned to HHSC facilities.
2. HHSC reserves the right to request to remove and replace any security guard or staff who, in HHSC's sole discretion, does not meet HHSC professionalism, is not attentive to duty requirements, and who appears incapable of performing assigned duties or is not in compliance with service requirements in this specification or HHSC Post Instructions.
3. Contractor shall replace the security guard(s) within one hour during the term of the contract purchase order service period as requested by the HHSC designated representative.
4. Contractor should be aware HHSC may have an urgent requirement to provide additional security guards within eight (8) hours or less
5. Emergency:

HHSC will require the Contractor to provide additional unarmed and armed uniformed security guard(s) personnel at HHSC facilities or facilities under the control of HHSC during emergency situations, such as a natural disaster, act of terrorism, or a catastrophic event. This service is on an as needed basis.

- i. Additional security guards shall be readily available within four (4) hours of telephone notification by HHSC designated representative.
- ii. Security guards shall assist HHSC in protecting its employees, guarding facilities, guarding fuel tanks, material and supplies, and as required provide crowd control during an emergency event.
- iii. Security guards shall remain on duty and be required to work eight (8) hour shifts. Security guards may be required to work an additional eight (8--) hour shift during the day or night and on any day of the week.
- iv. Security guards shall not work more than two (2), eight (8) hour shifts, unless it has been mutually approved by HHSC and the Contractor.
- v. Security guards may be assigned additional duties as designated by the HHSC designated representative including but not limited to, driving, transportation, carrying and lifting objects, protecting designated areas with supplies and materials and other duties as assigned within the scope of specification.

6. Armed Guards and Off Duty Police Officers:

HHSC will require that the Contractor provide uniformed armed guard(s) or armed plain-clothed guard(s) within a one (1) hour notice. Off duty police officers should be a part of this contract during an emergency, these services are required on an as needed basis.

7. Contractor Or Subcontractor Monitoring:

During the term of the contract purchase order, HHSC has contractors and subcontractors working on special projects at HHSC facilities.

- i. HHSC requires the Contractor provide a security guard to monitor and oversee HHSC contractor and subcontractor personnel while working at designated facilities. HHSC will request the Contractor provide a security guard within a minimum of forty-eight (48) hours upon notification by HHSC.
- ii. If HHSC requests additional security guard(s) at a facility and the HHSC contractor or subcontractor is not at this facility, HHSC will pay a minimum of two (2) hours of regular time to the Contractor.

8. Security guard(s) assigned to monitor HHSC contractors or subcontractors will be paid based on price received in **Exhibit D** – Pricing Sheet.

h) Confidentiality:

All information is confidential. HHSC business shall not be disclosed to any individual, corporation, news entity or any other government agency at any time without prior written HHSC approval.

i) Non-Compliance of Work Hours

1. If a Contractor fails to have a security guard on duty at a HHSC specified work facility at the scheduled time, for three (3) occurrences during a six (6) month period, HHSC may, at its discretion, cancel the contractor purchase order due to non-performance.
2. It is the Contractor's responsibility to ensure assigned security guards are at their designated post at the scheduled time. If a security guard(s) is unable to report to duty as scheduled, the Contractor shall immediately provide a replacement to begin at the designated scheduled time or have the Site Supervisor replace this security guard until a replacement comes in for duty.
3. For each hour that a HHSC security guard or representative is required to man the security guard position left unguarded by Contractor security personnel; HHSC will deduct the HHSC's security guard current wage rate from the monthly invoice.
4. Any security guard(s) reporting to work smelling of alcohol, acting under the influence, acting unprofessionally, or out of uniform will not be allowed to stay on duty. Contractor shall be responsible for the immediate replacement of the guard. Contractor shall man this post until the next scheduled guard arrives for duty.
5. Sleeping while on duty will not be tolerated. The on-site supervisor will be contacted immediately to correct this discrepancy.

j) Off-Shift Time:

HHSC will not pay off-shift rates for any security guard service(s) or any security guard(s) monitoring HHSC contractors or subcontractors.

k) Non-Compliance and Violations:

HHSC will not tolerate repetitive violations and non-compliance to the HHSC terms and conditions, and specifications as stated in the contractor purchase order. HHSC will be the sole judge evaluating any violation or infraction of these requirements. HHSC will notify the Contractor of any infractions in writing. The Contractor shall prepare a written response to the HHSC designated representative within two (2) days from receipt of the letter detailing action taken to correct and prevent the violation or discrepancy from reoccurring.

l) Subcontracting:

Subcontracting is allowed under the following circumstances:

1. Subcontractors providing service under the contract purchase order shall meet the same requirements and provide the same service and level of experience as required of the Contractor.
2. No subcontract under the contract purchase order shall relieve the primary Contractor of responsibility for the services.

3. The Contractor shall maintain all project management, schedules, performance and responsibilities for subcontractors. The Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.
4. HHSC reserves the right to request the removal of Contractor's subcontractor staff deemed unsatisfactory by HHSC.
5. Subcontracting shall be at the Contractor's expense.
6. HHSC retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor.
7. The Contractor shall pay all subcontractor(s) in accordance with [Texas Government Code §2251.022](#).
9. The Contractor shall be the only contact for HHSC and subcontractor(s).

7.1.1 Service Location(s)

HHS, 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) Counties to be Covered:

Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, and Presidio

HHS Region No. 10

The Map (PDF) of the HHS 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 7:45:00 a.m. and 5:15 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) hours of HHS Agency request, unless the Response Deadline is extended by the HHS Agency Contract Manager.

The Security Guard at the building site will report to the HHSC authorized representative or Designee appointed for the building.

Note: Other offices/locations may be added as needed within Region 10. Locations will be added or deleted through a Purchase Order Change Notice (POCN).

Region 10 Security Guards					
County Serviced: El Paso					
Office	Armed/ Unarmed	Number of Guards	Daily Working Hours Monday-Friday	Daily Hours	Workweek Hours
6621 Doniphan Canutillo, TX 79835	Armed	1	7:45 am - 5:15 pm	8	40
7904 Alameda Ave El Paso, TX 79915	Armed	1	7:45 am - 5:15 pm	8	40
7400 Diana Dr El Paso, TX 7904	Armed	1	7:45 am - 5:15 pm	8	40
11295 Edgemere Blvd El Paso, TX 79936	Armed	1	7:45 am - 5:15 pm	8	40
5150 El Paso Drive El Paso, TX 79915	Armed	2	7:45 am - 5:15 pm	8	40
501 Hawkins Blvd El Paso, TX 7915	Armed	2	7:45 am - 5:15 pm	8	40
1314 Lomaland Dr El Paso, TX 79903	Armed	1	7:45 am - 5:15 pm	8	40
2300 E Yandell Dr El Paso, TX 79903	Armed	1	7:45 am - 5:15 pm	8	40
10640 North Loop Dr Socorro, TX 79927	Armed	1	7:15 am - 5:15 pm	8	40

7.1.3 Outside Regular Hours

Any services performed outside of regular work hours must be approved by the HHS Agency Contract Manager and will be paid at the rates stated in **Exhibit D – Pricing Sheet**.

HHS Agency reserves the right to declare any necessary work to be an emergency. Services performed by the Contractor outside of the regular service hours, without prior approval, will be at Contractor’s own risk and not considered or approved for payment at other than the established regular hours service rate.

Unless otherwise requested by HHS Agency, Contractor shall respond on-site to a request for emergency services within one (1) hour of notification and continue work until the services requested are complete to the satisfaction of HHS Agency.

7.1.4 State Holidays

The state holidays observed are maintained by the State Auditor's Office and may be accessed at: <https://hr.sao.texas.gov/Holidays>. HHS Agency 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 HHS Agency will be performed and invoiced at the Contract rate for Outside Regular Hours.

7.1.5 Minimum Experience and Qualifications

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

Bidder will submit documentation of experience and qualifications with Response, if requested in Exhibit D – Pricing Sheet.

- a) The Bidder shall have relevant experience required for the performance of the services as outlined in this Solicitation. The minimum experience required is five (5) years.
- b) The Bidder's personnel to be assigned to perform the services must be fully trained and, at minimum, have three (3) years relevant experience, upon contract award.
- c) Required Licensure and Accreditation will be provided to HHSC upon contract award.
 1. Have a valid Class B license issued by and be in good standing with the Texas Private Security Board of the Texas Department of Public Safety and have current licenses and permits for all its security guard personnel as mandated by local, state and federal requirement.
 2. Submit current Class B license number(s) with their response submission. Failure to submit license number(s) will result in disqualification of the response.
- d) All Contractor or Subcontractor personnel assigned to perform the services must be at least 18 years of age.
- e) The Bidder must provide a minimum of three (3) verifiable references for current or previous contracts of the same size and for similar or same services within the last two (2) years. See **Exhibit E – Bidder Reference Form**.

7.1.6 HHS Agency Responsibilities

- a) Provide reasonable access to the facility(s) and property where services are to be performed.
- b) Provide keys or electronic door access cards in sufficient number for the key personnel assigned to perform the services. In no case shall the Contractor or Subcontractors make duplicates of any issued keys or access cards. The Contractor may be required to reimburse the HHS Agency for replacement costs for any lost keys or access cards or for those not returned at the expiration of the Contract.
- c) Provide secure storage space for Contractor supplies, etc.
- d) HHSC Responsibilities:
 - 1. Inspection By HHSC:
 - The HHSC designated representative will:
 - i. Make daily random security inspections of security procedures and security guard(s).
 - ii. Notify the Contractor of security infractions and problems.

NOTE: No exceptions or alterations will be accepted to the HHSC Terms and Conditions.

7.1.7 Contractor Responsibilities

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

- a) 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) Daily Activity Log/Daily Security Report Forms:
 - At the close of each workday, copy of forms shall remain at each job site in security guard folder.
- d) Inspection Report by Supervisor
 - Due following day of inspection, copy of form shall remain at each job site in security guard folder.

e) Applicable Laws, Licenses and Permits:

The respondent shall:

Be in compliance with [Title 10, Chapter 1702, Sub chapter A through Q of the Texas Private Security Board of the Texas Department of Public Safety](#) and all applicable local, state and federal rules and regulations.

NOTE: If a license or permit is verified and found to have any type of investigative hold by the Texas Private Security Board of the Texas Department of Public Safety or any other agency, the respondent may be disqualified.

f) Contractor will commence services immediately upon contract award.

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

Training for Contractor Employees:

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

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

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

7.1.8 Independent Contractor

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

- a) The Contractor shall not allow any visitors, spouses, children or other relatives of the Contractor's or Subcontractor's employees to be on state property in connection with the Contract during working hours.
- b) The Contractor shall be responsible for all employment taxes and other payroll withholding for its employees.

- c) The Contractor shall be responsible and liable for the safety and health of its personnel while they are performing work for an HHS agency and while on the HHS Agency premises.
- d) The Contractor shall be responsible for verifying that all of its employees assigned to perform services under the Contract are in compliance with all requirements of the Immigration Reform and Control Act of 1986, Public Law 99-603, which became effective November 6, 1986, and any subsequent amendments.
- e) The Contractor and the assigned Contractor employees or the Contractor's Subcontractor and Subcontractor employees assigned to perform the services must have all applicable permits, licenses, accreditations and insurance coverage.

7.1.9 Contractor Equipment

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

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

7.1.10 Background Check for Personnel

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

The Contractor shall be responsible for all background check expenses.

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

Supporting documentation confirming the completion of the background checks shall be submitted to HHS Agency. 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.

- Background Check (for DFPS Janitorial or Security Guard)

The Contractor shall comply with the Department of Public Safety (DPS) guidelines for Background Checks, included as **Exhibit H – DFPS Custodial and Security Guard Background Check Information**.

7.1.11 Absenteeism and Vacation

The Contractor shall provide substitutes for any employee(s) who provides services at the HHS facility who may be out 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.

7.1.12 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.

7.1.13 24-Hour Contact

The Contractor must provide, in **Exhibit C – Bid Execution Page**, 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 HHS Agency Contract Manager.

7.1.14 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.

7.1.14.1 Performance Compliance

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

If the HHS Agency determines in good faith that an employee of the Contractor or Subcontractor is not conducting himself or herself in accordance with the conduct standards

under this Contract, the HHS Agency may provide written notice to the Contractor. Upon receipt of such notice, Contractor must promptly investigate the matter and take appropriate action that may include:

- a) Removing the employee from the project;
- b) Providing the HHS Agency with written notice of such removal; and
- c) Providing the HHS Agency with the information for the replacement employee, who must be qualified and trained, within the timeline designated by the HHS Agency.

7.1.14.2 Contractor Supervisor(s) and Performance Monitoring

The Contractor shall provide competent supervisor(s), if the service location is at an HHS Agency facility. A Supervisor may be considered a roving Supervisor to monitor more than one location with approval from the HHS Agency 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.

7.1.14.3 Personnel Removal and Replacement

a) Removal

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

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

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

b) Replacement

Replacement of Contractor or Subcontractor personnel will be subject to HHS Agency review and approval. At the request of the HHS Agency, the Contractor must replace, any Contractor or Subcontractor personnel who are not adequately performing the required services or who are unable to work effectively with the HHS Agency 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 Agency 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.

7.1.14.4 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.

7.1.14.5 Smoking Prohibited

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

7.1.14.6 Contractor Uniforms and Identification

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

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

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

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

All Contractor and Subcontractor personnel must prominently display the HHSC assigned badge and 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. Carry all equipment necessary in the performance of their duty.

8 HUB Subcontracting Plan (HSP) Requirements

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

<https://comptroller.texas.gov/purchasing/vendor/hub/>.

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

8.1 HUB Subcontracting Plan (HSP)

The HHSC HUB Coordinator has reviewed the service requirements of this Solicitation and has determined that subcontracting opportunities are probable for part or all the required services.

Reference the following Exhibits, included as a part of this Solicitation:

- a) Exhibit G – Historically Underutilized Business (HUB) Subcontracting Plan (HSP) Requirements

8.2 Courtesy Review of HSP

A courtesy review of a Bidder's completed HSP is optional and is available to assist Bidders in providing a compliant and responsive HSP. This courtesy review may only identify possible deficiencies.

To request a courtesy review, submit the completed HSP including all supporting documentation in a PDF format by e-mail to the HHSC HUB Program Office by or before the Courtesy Review of HUB Subcontracting Plan deadline in the Schedule of Events, cover page of this solicitation.

- E-Mail for Courtesy Review: Bob.McCurdy@hhs.texas.gov
- E-mail Subject Line: HSP Courtesy Review, IFB No. HHS0013517, Due Date

HSPs received after the "Courtesy Review of HUB Subcontracting Plan" deadline in the Procurement Schedule (cover page of this Solicitation) or deadlines established in subsequent Addenda, will not be reviewed and will be returned to the requestor.

The final HSP must be submitted by the Response Deadline identified in the Procurement Schedule (cover page of this Solicitation) or deadlines established in subsequent Addenda. Responses received without a properly completed HSP will be disqualified.

9 Pricing Information

9.1 Pricing Structure

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

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

9.2 Price Adjustments

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

9.2.1 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.

9.2.2 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 9.2.1 (Price Adjustment Index)**. **Only contracts with renewals are eligible for CPI increases and must be completed prior to the start of the renewal period.**

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.

9.2.3 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.

10 Changes to The Contract

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

11 Contract Term

11.1 Term of Contract or Purchase Order

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

11.2 Initial Contract Term:

Any contract resulting from this Solicitation will have an initial term beginning September 1, 2023, and expiring August 31, 2024.

11.3 Renewal Option(s)

HHSC, at its sole discretion, may renew the Contract for up to three (3) year renewal options.

Renewal 1 term: 09/01/2024 to 08/31/2025

Renewal 2 term: 09/01/2025 to 08/31/2026

Renewal 3 term: 09/01/2026 to 08/31/2027

Such renewal(s), if exercised, shall be subject to all the requirements and terms and conditions of the Contract.

11.4 Extension Option

The HHS Agency, 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 the HHS Agency.

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

12 Contract Administration/Transactional Purchase Order Administration

12.1 Contract Manager/Program Lead

An HHS Agency 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 HHS Agency Contract Manager.

12.2 Services Performed

- a) The HHS Agency Contract Manager or designee will monitor all work performed which shall be in accordance with this Contract, local codes and ordinances and any other authority having lawful jurisdiction and shall periodically communicate with the Contractor via telephone, email, and conduct on-site visits to address questions, concerns or progress.
- b) It is important that the Contractor performs all duties and requirements as stated. Failure to do so may result in termination of the Contract.

- c) All services and deliverables must meet or exceed the required levels of performance specified in this Solicitation.
- d) Contractor will be notified by the HHS Agency Contract Manager or designee in writing to correct any service or portion of a service. The Contractor shall take immediate action to correct the service or portion of a service at no additional cost to the HHS Agency. The Contractor shall notify the HHS Agency Contract Manager or designee upon completion for HHS Agency inspection and acceptance, as applicable.

12.3 Performance Reporting

The HHS Agency 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://www.txsmartbuy.com/vpts) search may be accessed at: <https://www.txsmartbuy.com/vpts>

Performance Notification – Non-Material Deficiency

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

12.4 Contractor Response to Notification of Non-Material Deficiency

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

- a) Explains the reasons for the deficiency, the Contractor's plan to address or cure the deficiency, and when the deficiency will be cured; or
- b) If the Contractor disagrees with the HHS Agency's findings, the response must include the reasons why the findings are disputed.

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

12.5 Corrective Action Plan (The Plan)

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

The Plan must include, but is not limited to:

- a) A detailed explanation of the reasons for the cited deficiency;
- b) The Contractor's assessment or diagnosis of the cause; and
- c) A specific proposal to cure or resolve the deficiency.

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

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

12.6 Performance Issues

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

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

- a) Failure to reach agreement on corrective action.
- b) Failure to perform in accordance with the Corrective Action Plan.
- c) Violations of this Contract and Corrective Action Plan(s).

12.7 Confidential or Proprietary Information

Bidder Requirements Regarding Disclosure

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

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

- a) Mark Original Proposal
 1. Mark the Original Proposal, on the top of the front page, with 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 HHS Solicitation Affirmations, 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 HHS Solicitation Affirmations, 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 HHS 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](https://www.texasattorneygeneral.gov/), visit the attorney general's website at <https://www.texasattorneygeneral.gov/>

12.8 Bidder Waiver – Intellectual Property

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

13 Invoicing and Payment

13.1 Bill-to Address

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

13.2 Invoice Information

Invoices submitted to the HHS Agency must reflect the Contractor's payee identification number, Contract or Purchase Order 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 D**) and includes the following:

- a) Security Guard Name,
- b) Timesheets,
- c) Hourly Rate,
- d) Total Amount,
- e) Daily Logs,
- f) Billing Statements, etc.

13.3 Payment

- a) Payment will be made by the HHS Agency in accordance with the pricing provided on **Exhibit D - 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.
- e) In order to verify security guard(s) are paid the minimum wage required by the purchase order, HHSC may require the Contractor submit verification of such payment with each invoice. Verification documents are to be in the form of paycheck receipts, payroll records, etc. Payment may be held pending receipt and verification of documents.

13.4 Invoice Submission

- a) Contractor must submit invoices on a monthly basis or as otherwise indicated on the purchase order.
- b) Separate invoices must be submitted for each delivery, as applicable.
- c) Failure to submit an accurate and valid invoice with all required information may result in delay of payment.

13.5 Disputed Invoice(s)

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

14 Insurance Requirements

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

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

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

14.1 Specific Insurance Requirements

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

14.2 Workers' Compensation and Employers' Liability

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

- a) Workers' Compensation: Statutory Limits
- b) Employers Liability: Each Accident \$1,000,000
- c) Disease: Each Employee \$1,000,000
- d) Disease: Policy Limit \$1,000,000

14.3 Commercial Automobile Liability

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

14.4 Commercial General Liability

Occurrence Based:

- a) Bodily Injury and Property Damage
- b) Each occurrence Limit: \$1,000,000
- c) Aggregate Limit: \$2,000,000
- d) Medical Expense Each Person: \$5,000
- e) Personal Injury and Advertising Liability: \$1,000,000
- f) Products / Completed Operations Aggregate Limit: \$2,000,000
- g) Damage to Premises Rented to HHSC or Affiliated Entity: \$50,000

14.5 Umbrella/Excess Liability

Per Occurrence: \$1,000,000

- a) All required bonds and insurance shall be in a form satisfactory to the HHS Agency and must be issued by companies or financial institutions that:
 - 1. have a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.;
 - 2. have a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.; and
 - 3. are duly licensed, admitted and authorized to do business under the laws of the State of Texas.
- b) The HHS Agency shall be named as the obligee in each required bond.
- c) All required insurance contracts must:
 - 1. be written on a primary and non-contributory basis with any other insurance coverages the Contractor currently has in place; and
 - 2. include a Waiver of Subrogation Clause in favor of the State of Texas and its officers, directors, and employees for bodily injury (including death), property damage or any other loss.

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

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

Contractor Shall

- a) Provide written notice to the HHS Agency Contract Manager as indicated on the purchase order at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- b) Ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under the Contract; and
- c) Deliver to the HHS Agency Contract Manager as indicated on the purchaser order all renewal policies at least ten (10) calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth herein.

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

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

15 Screening of Responses

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

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

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

15.1 Administrative Screening

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

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

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

15.2 Irregularities

HHSC reserves the right to waive irregularities in a Response. An irregularity 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 Sole Point of Contact e-mail address, **Section 6.1 (Sole Point of Contact and Communications)** 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 irregularity (e.g., Submission of Exhibit A HHS Solicitation Affirmations Pages 1-12, and Exhibit G HSP, which must be signed and submitted with the Solicitation response).

16 Evaluation

16.1 Evaluation of Responses

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

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

16.2 Conformance with State Law for Evaluation

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

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

16.3 Specific Evaluation Criteria

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

All Responses will be evaluated according to the following criteria:

- a) Bidder meeting or exceeding specifications in accordance with this solicitation
- b) Bidder's ability to meet delivery requirements
- c) Price

16.3.1 Required Pricing

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

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

16.3.2 Verification of Past Vendor Performance

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

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

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

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

- a) Bidder has unfavorable reports or grade less than a “C” on the CPA Vendor Performance Tracking System (VPTS). [VPTS](https://www.txsmartbuy.com/vpts) may be accessed at:

<https://www.txsmartbuy.com/vpts>

OR,

- b) Bidder is currently under a corrective action plan through HHSC, OR,
- c) Bidder has had repeated, negative vendor performance reports for the same reason, OR,
- d) Bidder has a record of repeated non-responsiveness to vendor performance issues, OR,
- e) Bidder has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.

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

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

- a) Notices of termination,
- b) Cure notices,
- c) Assessments of liquidated damages,
- d) Litigation,
- e) Audit reports, and
- f) Non-renewals of contracts.

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

16.3.3 Ability to Perform

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

17 Award

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

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

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

18 Disclosure of Interested Parties

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

Bidder represents and warrants that, if selected for award of a contract as a result of this Solicitation, Bidder shall submit to HHSC a signed Certificate of Interested Parties prior to contract award. 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.

19 Protest Procedures

[Texas Administrative Code, Title 1, Part 15, Chapter 391, Subchapter C](#) 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. 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 of this Solicitation) 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 of this Solicitation 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 of this Solicitation
- Purchaser Name (**Sole Point of Contact and Communications, 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. Files must be attachments to the email. Links and access given to file storage accounts are not permitted.

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. Attachments may not exceed 25 MB due to HHSC email file size requirements.

2. HHS Online Bid Room

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 of this Solicitation) 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 F – Online Bid Room** for information regarding the two-part registration process required prior to submitting a Response.

3. Hand Delivery or Overnight/Express/Priority Mail delivery of USB Drive

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 of this Solicitation) or deadline established in subsequent Addenda. HHSC is not responsible for lost, misdirected or late Responses. Late Responses will be disqualified.

All documents should be submitted on a single USB drive and must be 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.

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

- a) Submit one (1) USB drive of the complete Response package – hard copy Responses will not be accepted.
- b) The USB drive must be enclosed in properly documented and sealed envelope or sealed carton.
- c) The envelope or carton 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 the cover page of this Solicitation
 5. HHSC PCS Purchaser Name (Sole Point of Contact and Communications, Section 6.1).
- d) The address for hand delivery:

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

The address for Overnight/Express/Priority Mail delivery is:

Health and Human Services Commission
Attn: Bid Room Coordinator
 Tower Building Room 108
 1100 W 49th St. MC: 2020
 Austin, TX 78756

It is the Respondent's sole responsibility to ensure that packaging is sufficient to prevent damage to contents. HHSC will not be responsible or liable for any damage, and damaged Solicitation Responses will not be considered at HHSC's sole discretion.

HHSC will not be held responsible for any Solicitation Response that is mishandled prior to receipt by HHSC PCS. It is the Respondent's sole responsibility to mark appropriately and deliver the Solicitation Response to HHSC PCS by the specified date and time. HHSC will not be responsible for late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification or nonreceipt of the Respondent's Solicitation 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 (Pages 1-12)
- Exhibit C** - Bid Execution Page
- Exhibit D** - Pricing Sheet
- Exhibit G** - HUB Subcontracting Plan (HSP)

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 E** – Bidder Reference Form
- Bidder's Minimum Experience and Qualifications - Section 7.1.5**
- 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.
- Addendum Acknowledgement Form(s)**, if applicable
- Public Information Act** Copy of Response, if applicable