



SOLICITATION DOCUMENT

Invitation for Bid (IFB) Check one: <input checked="" type="checkbox"/> Formal <input type="checkbox"/> Informal			
Solicitation No.:		Issue Date:	
HHS0009413		11/06/2020	
		Response Due Date:	
		12/01/2020 at 10:30AM	
Responses to this solicitation must be submitted via email to pcsbids@hhsc.state.tx.us or submitted via the HHS Online Bid Room. Faxed responses will not be accepted.			
Contact Information: Purchaser: Krystal Frank Phone: 512-406-2632 Email: krystal.frank@hhs.texas.gov		Email Response to: pcsbids@hhsc.state.tx.us OR Submit Response Online to: https://hhs.texas.gov/doing-business-hhs/contracting-hhs/hhs-online-bid-room <i>(You must be registered in order to submit online.)</i>	
Service Location: Department of State Health Services Laboratory Services 1100 W 49 th St Austin, Texas 78756			
Source of Authority	<input checked="" type="checkbox"/> CPA/TPASS	<input type="checkbox"/> DIR	<input type="checkbox"/> Other:

By signing this document, respondent certifies that prices shown on this quote are true and correct. Should this bid/offer result in a Purchase Order, respondent agrees to comply with all "Terms and Conditions," which are attached and incorporated into this document.

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

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

VENDOR / RESPONDENT MUST COMPLETE ALL ITEMS

Signature of Vendor or Authorized Representative

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

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

Name of Business

Street Address

City-State-Zip Code

Telephone Number

Fax Number

E-Mail Address

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

AWARD NOTICE: The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.

HHS Procurement and Contracting Services

SOLICITATION NUMBER HHS0009413

1. INTRODUCTION AND PURPOSE OF SOLICITATION

The Health and Human Services Commission (HHSC) Procurement and Contracting Services (PCS) on behalf of the Department of State Health Services (DSHS) is seeking medical waste management services for the DSHS Lab Services at 1100 W. 49th St. Austin, TX 78756.

These services are being solicited under NIGP codes:

948-93 Waste Disposal Services, Medical

926-45 Hazardous Material and Waste Services, Including Emergency Response and Nuclear Wastes

2. AGENCY OVERVIEW

The Health and Human Services Commission (HHSC) was created in 1991 to oversee and coordinate the planning and delivery of health and human services in Texas. It is established pursuant to [Chapter 531, Texas Government Code](#) and is responsible for oversight of Texas Health and Human Services agencies (HHS agencies). As a result of the consolidation due to [House Bill 2292 \(HB2292\)](#), some of the contracting and procurement activities for HHS agencies have been assigned to the PCS section of HHSC. As such, PCS will administer the initial stages of the procurement process, prior to the contract award, including solicitation announcement and publication, handling of communications from the respondent, as well as managing the receipt and evaluation of valid responses for final review and evaluation. PCS directs the execution of the award of the contract resulting from this solicitation.

3. DEFINITIONS

- Appendix – Additional information and/or forms that is available in the back of this solicitation document.
- Contract – A written document referring to promises or agreement for which the law establishes enforceable duties and remedies between a minimum of two parties.
- Contract Term – The period of time during which the contract will be effective from begin date to end, or renewal date. The contract term may or may not be the same as the budget period.
- Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code, Chapter 20, Subchapter G, and the System of Award Management (SAM).
- Deliverables – Goods or services contracted for delivery or performance.
- Due Date – Established deadline for submission of a document or deliverable.
- Effective Date – The date the contract term begins.
- Respondent – Entity or individual that submits a response to a solicitation.
- Scope of Work – A statement that defines specific services to be performed.
- Solicitation – The process of notifying prospective contractors of an opportunity to provide goods or services to the State.
- Subcontractor – An entity hired by an awarded contractor to perform a portion of the scope of work by the entity contracting with an HHS agency as a result of this solicitation. The contractor remains entirely responsible for performance of all requirements of the contract through monitoring the subcontractor's performance.
- Unit Rate – Payment mechanism for services that are paid at a set rate per unit of service; for example, plumbing repair services at a prescribed rate per hour.
- Vendor – A contractor that provides goods and services that are typically procured through the open market.
- Vendor Identification Number (Vendor ID No.) – Fourteen-digit number needed for any entity to contract with the State of Texas and which must be set up with the State Comptroller's Office. It consists of a ten-digit Vendor ID No. (IRS number, state agency number, or social security number) +check digit + 3-digit mail code.

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

4. INSTRUCTIONS TO RESPONDENTS

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

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

Procurement Schedule	
IFB Release Date	11/06/2020
Vendor Questions Due	11/13/2020 at 5:00PM
HHSC Posts Responses to Vendor Questions	11/20/2020 at 5:00PM
IFB Opening Date (Proposals Due)	12/01/2020 at 10:30AM

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

HHSC/PCS will not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete or otherwise non-responsive submissions will not be considered.

Response must include all required information/documents for this specification but may contain additional information considered pertinent by respondent. HHSC/PCS reserves the right to reject any or all responses. All responses become property of HHSC/PCS.

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

Respondent Contact Person:

Respondent Contact Phone Number:

Respondent Contact Fax Number:

5. QUESTIONS

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

Purchaser's Name: Krystal Frank, CTCD
 HHSC/ PCS
 Tel: 512-406-2632
 Email address: krystal.frank@hhs.texas.gov

Questions may also be submitted directly to the sole point of contact through the HHS Online Bid Room. See **Appendix E**.

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

6. PCS AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS SOLICITATION

PCS will post all official communication regarding this solicitation on the ESBD website, including the notice of award for solicitations exceeding \$25,000. PCS reserves the right to revise the solicitation at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addendum issued by PCS on the ESBD website. **Respondents should check the website frequently for notice of matters affecting the solicitation.**

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7. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

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

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

See Appendix D HUB Participation Requirements and HUB Subcontracting Plan.

8. ESTIMATED QUANTITIES

- 8.1. Neither PCS nor any HHS agency guarantees the acquisition of any quantities of goods or services during the term of the contract. "Quantity" information is provided only as a guideline for preparing the response. The quantity information should not be construed as representing anticipated or actual quantities that will be ordered.
- 8.2. PCS does not guarantee the use of the blanket contract or the award of services for any facility or office. HHSC reserves the right to resolicit some or all of the facilities or office locations if PCS determines that it is in the best interest for the state.

9. METHOD AND TERMS FOR ORDERING

- 9.1. Release orders for these services will be issued by PCS on an as needed basis or may be requested (call out) by the Contract Manager as needed if indicated in the solicitation.
- 9.2. Effective dates of Release orders: The vendor shall honor all release orders that are prepared, dated and approved by PCS prior to the conclusion of each contract period and/or the date of expiration of the blanket order. The contractor will be obligated to fill these orders if received by the contractor within a period of fifteen (15) days following the end of each period.

10. SCOPE OF WORK (SOW) TO BE PERFORMED

- 10.1. Awarded contractor shall provide services of pick up, transporting and disposing, incinerating or decontaminating by autoclaving, chemical treatment or maceration, medical waste generated by DSHS Laboratory Services Section.
 - 10.1.1. Medical waste will include: Animal Waste, Blood and Blood Products, Microbiological Waste and Sharps as defined in [Title 25 Texas Administrative Code Chapter 1 Subchapter K §1.131 to §1.137](#) Definition, Treatment and Disposal of Special Waste from Health Care Related Facilities.
- 10.2. Contractor must pick up from DSHS Lab, load, transport, and deposit medical waste at a facility that has been authorized by the Texas Commission of Environmental Quality (TCEQ) to accept medical waste. Untreated medical waste that is transported out of state must be deposited at a facility that is authorized by the appropriate agency having jurisdiction over such waste in compliance with local, state, and federal regulations. Transports shall be licensed and approved under the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Transportation (DOT) specifications.
- 10.3. Contractor must take title to the waste at the time the waste is fully loaded onto the truck, and thereby agree to take responsibility for the transportation, treatment and final disposal.
- 10.4. Treatment of medical waste must be in compliance with current Environmental Protection Agency (EPA) regulations. Contractor shall be responsible for executing manifest and returning documentation for DSHS's records, including a copy of the shipment inventory.
- 10.5. Contractor must be registered with the EPA and have no enforcement against it. Incineration of all materials shall be at an EPA approved and permitted facility.
- 10.6. Contractor must prepare of itemized inventory for each of the locations within the laboratory that includes the number of containers and the total container weight of shipment.
- 10.7. Contractor must prepare manifests for each shipment and identification of each box to facilitate tracking of waste.
- 10.8. Contractor must invoice as a unit rate. Unit rate shall be per box (as described in Section 10.10.1) or per container (as described in Section 10.10.2) and include pick-up, transport, and disposal of containers, in addition to replenishment of labels and biohazard bags.

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- 10.9. Containers, labels and biohazard bags to be supplied on a weekly basis, as needed, and cost must be included in the unit rate as stated in Section 10.9. All must meet requirements of local, state and federal regulations for medical waste.
 - 10.9.1. 18-1/2" x 18-1/2" x 20-1/2" 45-lb medical waste boxes
 - 10.9.2. Standard 28-gallon reusable medical waste containers
 - 10.9.3. Biohazard trash liner, 40-45 gallon, minimum 2.0 MIL
 - 10.9.4. Labels
- 10.10. Transport drivers must be trained in emergency spill response and carry spill clean-up materials.
- 10.11. Contractor must provide a trained spill response team to handle spill clean-up in the event of an accident.
- 10.12. No surcharges shall be incurred from a site when waste is not generated.
- 10.13. Prior to entering the DSHS Lab building unescorted, contractor representatives must attend safety/security training provided by the DSHS Lab and obtain a photo identification from DSHS.
- 10.14. Awarded contractor shall furnish all labor, tools, transportation, equipment, materials, and supplies, as necessary. Awarded contractor shall be responsible for supervision, clean up and disposal, and must have all applicable permits, licenses, and insurance coverage as defined in [Title 30 Texas Administrative Code Chapter 326](#).

11. HOURS AND DAYS SERVICES ARE TO BE PERFORMED

- 11.1. Services are to be performed between 12:00pm and 4:00pm every Tuesday and Friday. Collection sites are at various locations in the DSHS Lab and will be provided to the contractor on collection day. Any minor adjustment call back services will be performed during regular hours. Awarded contractor is responsible for not interfering with normal flow of business.
- 11.2. Outside Regular Hours – Any services performed outside of regular hours must be approved by the contract manager.
- 11.3. Frequency of Service: See Section 11.1.
- 11.4. HOLIDAYS: The holidays observed by the State are listed at <http://www.hr.sao.texas.gov/Holidays>. HHSC does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by the state or the Contractor, then Contractor shall fulfill obligations at NO additional expense to the HHS agency.
- 11.5. The awarded contractor must provide a 24-hour contact number and name in case of any urgent issue that may arise. Awarded contractor or a representative of awarded contractor's company must be available at all times.

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

Respondent Representative

Phone Number

Cell Number

12. TERM OF CONTRACT

- 12.1. Contract Term: **Date of award to 08/31/2023 with no renewals.**
- 12.2. If the Federal Minimum Wage Rate increases during the term of this service, the minimum wage rate paid to janitors or workers will be increased and fees to the respondent may be increased. This increase may be paid upon HHSC's receipt of written notification from the respondent that the Federal Minimum Wage Rate has increased. No increase can be provided prior to the actual date of the Federal Minimum Wage Rate increase.
- 12.3. Option to Extend Services: The respondent by submission of a response to this solicitation agrees that HHSC may require continued performance, beyond the initial term or renewal contract term, of any of the herein described services at the rates specified herein. This option may be exercised more than once, for the purpose of meeting HHSC procurement goals but the total extension of performance hereunder shall not exceed one hundred twenty (120) calendar days. Such extension of services shall be subject to all specifications and terms and conditions of the contract resulting from this procurement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. HHSC may exercise this option upon notice to the awarded respondent.

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- 12.4. During the contract period, the HHS agency may add space to an office, relocate offices, close offices, consolidate multiple offices into a single location, or expand from a single location into multiple offices. The HHS agency will attempt to provide awarded Contractor(s) with at least 30 days' notice of new address in the event of office relocation. HHSC reserves the right, in its sole discretion, to add or delete space and or service locations during the period covered by any resulting contract(s) at the same rate. Any new service locations added to this contract will be in close proximity to existing office locations (within 50 mile radius of existing location), or in the same HHSC region.
- 12.5. Emergency Option to Extend Services: The Contractor by submission of a response to this solicitation agrees that HHSC/PCS may require continued performance, beyond the initial term or renewal contract term, of any of the herein described services at the rates specified herein. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed one hundred twenty (120) calendar days. Such extension of services shall be subject to all specifications and terms and conditions of the contract resulting from this procurement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. HHSC/PCS may exercise this option upon written notice to the awarded contractor.

13. CONTRACTOR'S RESPONSIBILITIES

- 13.1. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the purchase order including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.
- 13.2. The Contractor will be responsible for verifying that all employees will be in compliance with all requirements of the Immigration Reform and Control Act of 1986, Public Law 99-603, which became effective November 6, 1986.
- 13.3. The Contractor shall provide all labor and equipment necessary to perform/accomplish the service. All employees of the Contractor shall be a minimum of 18 years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children or other relatives of the Contractor's employees will be allowed on state property during working hours.
- 13.4. The Contractor will be responsible for all employment taxes and other payroll withholding for their employees.
- 13.5. The Contractor shall be responsible for damage to the HHS agency's equipment, and/or the workplace and its contents by its works, its negligence in work, its personnel, or its equipment. The Contractor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for an HHS agency.
- 13.6. The Contractor shall have local telephone service. The use of a recording/answering device, or an answering service, is not acceptable except for after normal business hours. Normal business hours are considered to be between 8:00 AM and 5:00 PM Monday through Friday, unless otherwise stated in the solicitation. An emergency 24-hour response number must be provided to allow immediate contact of the Contractor.
- 13.7. The Contractor shall have available, under its direct employment and supervision, necessary organization and facilities to properly fulfill services required under the resulting contract and only personnel trained in completing the services shall be employed under and for this contract.

14. PERSONNEL QUALIFICATIONS

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

15. PERSONNEL REQUIREMENTS/CONDUCT

- 15.1. The Contractor and contractor employees shall not use state equipment including but not limited to (computers, telephones, facsimiles, copiers, printers, calculators, typewriters), except for phone use in cases of emergency and/or to respond to work requests from the HHS agency. Misuse of this equipment may result in termination of the contract.
- 15.2. The Contractor shall have competent supervisors at the work location at all times that services are being rendered. All supervisors must be able to communicate fluently in English. The supervisor shall be knowledgeable of the specifications of the contract, and shall personally inspect the work to ensure that uniform first class workmanship is continually maintained.
- 15.3. Intoxicants and Illegal Drugs: The use of any kind of intoxicants or illegal drugs while on duty by the Contractor's employees may result in termination of the contract by the HHS agency. Contractor's employees shall not bring intoxicants or illegal drugs onto state property.
- 15.4. Quality and Job Progress: The Contractor shall maintain continuous awareness of the quality and completeness of the work performed/accomplished by his/her employees by personal inspection of the premises. The contractor may be required to inspect the job location/building with the contract administrator or designee.

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- 15.5. The Contractor shall provide trained qualified personnel to perform/accomplish the work in accordance with the contract documents.
- 15.6. Absenteeism and Vacation: The Contractor shall provide substitutes for any workers not present for work. The Contractor shall provide relief personnel as necessary and/or work overtime at no cost to HHS agency to ensure that the requirements of this contract are performed/accomplished as required.
- 15.7. 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.
- 15.8. The Contractor shall provide each employee used in the performance of work under the contract with adequate training to perform/accomplish the work competently as defined in the specifications.
- 15.9. Smoking: All facilities are nonsmoking buildings. CONTRACTOR'S EMPLOYEES ARE PROHIBITED FROM SMOKING IN ALL NON-DESIGNATED AREAS.
- 15.10. BACKGROUND CHECK: The awarded Contractor will conduct statewide DPS criminal and sex offender background checks on all the Contractor's permanent and temporary personnel and subcontractors scheduled to work on services under this contract prior to execution. Supporting documentation confirming the completion of these comprehensive background checks may be subject to review upon request by the HHS agency. Failure to produce the requested documentation may be cause for cancellation of the purchase order. Any expense associated with the background checks will be borne by the Contractor. Complete background checks will be required before any contract employee begins work at a state building or on state property and may be requested any time thereafter. An independent third-party company must accomplish background checks and must include the following at a minimum. The background checks shall include, but not be limited to, the following:
 - Social Security Number verification.
 - Statewide criminal and sex offender records shall include, but not be limited to, all Texas counties and out-of-state counties based on the current and previous addresses of the applicant for the last seven years.
 - Personnel with sex offender, child or adult abuse, or fraud offenses, shall not be allowed to work on this project and shall not be allowed access to the HHS agency offices, facilities, or documents. Personnel with misdemeanor offenses must receive prior approval by the HHS agency before being allowed to work under this contract.
- 15.11. When on state property, employees are required to wear uniforms and identifying badges at all times. Uniforms may be simple "company T-shirts" or smocks – or other approved apparel. All employees must wear clean/presentable pants (no shorts). Company uniform shirts/smocks must be all of one uniform/consistent color or design. Managers/Supervisors may wear a distinguishing style of uniform but should strive to maintain a company "standard color" to aid in identification. All contract personnel must prominently display their company identification cards - at all times.

16. CONTRACTOR'S PERSONAL CONDUCT:

- 16.1. While performing the services, contractor's and subcontractor's personnel must comply with applicable state rules, regulations, and HHS agency's requests regarding personal and professional conduct applicable to the service locations; and otherwise conduct themselves in a businesslike and professional manner. If the HHS agency determines in good faith that a particular employee or subcontractor's employee is not conducting himself or herself in accordance with this Section, the HHS agency may provide awarded contractor with notice and documentation concerning such conduct. Upon receipt of such notice, contractor must promptly investigate the matter and take appropriate action that may include:
 - Removing the employee from the project;
 - Providing HHS agency with written notice of such removal; and
 - Replacing the employee with a similarly qualified individual in a period acceptable to HHS agency.
- 16.2. Nothing in the Agreement will prevent contractor, at the request of HHS agency, from replacing any personnel who are not adequately performing their assigned responsibilities or who, in the reasonable opinion of HHS agency staff, after consultation with contractor, are unable to work effectively with the members of the HHS agency's staff. In such event, awarded contractor will provide replacement personnel with equal or greater skills and qualifications as soon as reasonably practicable. Replacement of key personnel will be subject to the HHS agency review and approval. The parties will work together in the event of any such required replacement so as not to disrupt the overall project schedule.
- 16.3. The awarded contractor agrees that anyone employed by awarded contractor to fulfill the terms of the agreement is an employee of contractor and remains under contractor's sole direction and control.

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

17. FORMER EMPLOYEES OF A STATE AGENCY:

Respondents must comply with Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., [Texas Government Code §§ 572.054 and 572.069](#) and [45 C.F.R. §74.43](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, a respondent must certify that it has complied with all applicable laws and regulations regarding former state employees by signing this solicitation. Furthermore, a respondent must disclose any relevant past state employment of the respondent’s or its subcontractors’ employees and agents.

18. CONTRACTOR’S PERFORMANCE:

- 18.1. All work performed under this contract shall be in accordance with this contract, local codes and ordinances and any other authority having lawful jurisdiction. It is important that the contractor performs all duties as stated. Failure to do so may result in cancellation of the contract.
- 18.2. Quality Assurance: The HHS agency shall periodically communicate with the awarded contractor via telephone, email, and on-site visits to address questions, concerns or progress.
- 18.3. All services and deliverables must meet or exceed the required levels of performance specified in this solicitation.
- 18.4. Contractor will perform services in a skillful manner, in accordance with best practices and high professional standards used in well-managed operations performing services similar to the services described in this solicitation.
- 18.5. Within forty-eight (48) business hours, all performance issues reported to the awarded contractor shall be corrected. If requested by the HHS agency, the contractor shall provide a written report detailing the performance issue(s) and resolution. The HHS agency’s contract manager will report/discuss performance deficiencies with the contractor and seek to achieve resolution of the issues with the contractor. The HHS agency contract manager will report the following compliance issues to HHSC/PCS for resolution.
- Failure to reach agreement on corrective action.
 - Failure to perform in accordance with corrective action plan.
 - Numerous, repeated violations of this contract and corrective action plan(s).
- 18.6. The HHS agency contract administrator and/or PCS may utilize a Comptroller of Public Accounts (CPA) Vendor Performance Form to report awarded contractor’s performance to HHSC Procurement and Contracting Services (PCS) staff. PCS staff may report the contractor’s performance to the Texas Comptroller of Public Accounts-Vendor Performance Section.
- 18.7. Respondent warrants that deliverables developed and delivered under this agreement will meet the specifications as described in the agreement during the period following its acceptance by the HHS agency, through the term of the agreement, including any extensions and/or renewals as provided in the agreement, which is subsequently exercised by HHSC/PCS. Awarded contractor will promptly repair or replace any such deliverables not in compliance with this warranty at no charge to the HHS agency.

19. REMEDIES AND DISPUTES

- 19.1. Respondent agrees and understands that HHS agency may pursue tailored contractual remedies for noncompliance with the agreement. At any time and at its discretion, HHS agency may impose or pursue one or more remedies for each item of noncompliance and will determine remedies on a case-by-case basis. HHS agency’s pursuit or non-pursuit of a tailored remedy does not constitute a waiver of any other remedy that HHS agency may have at law or equity.
- 19.2. The HHS agency will notify respondent in writing of specific areas of awarded contractor performance that fail to meet performance expectations, standards, or schedules, but that, in the determination of HHS agency, do not result in a material deficiency or delay in the implementation or operation of the services.
- 19.3. Awarded contractor will, within three (3) business days (or another date approved by HHS agency) of receipt of written notice of a non-material deficiency, provide the HHS agency requestor a written response that:

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- Explains the reasons for the deficiency, awarded contractor's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured; or
 - If awarded contractor disagrees with the HHS agency's findings, its reasons for disagreeing with the findings.
- 19.4. The awarded contractor's noncompliance may result in delayed payment or non-payment as determined by HHS agency.
- 19.5. At its discretion, the HHS agency may require contractor to submit a detailed written plan (the "Corrective Action Plan") to correct or resolve an issue, deficiency, or a breach of this Agreement.
- A detailed explanation of the reasons for the cited deficiency;
 - Awarded contractor's assessment or diagnosis of the cause; and
 - A specific proposal to cure or resolve the deficiency.
- 19.6. The Corrective Action Plan must be submitted by the deadline set forth in HHS agency's request for a Corrective Action Plan. The Corrective Action Plan is subject to approval by HHS agency, which will not unreasonably be withheld.

20. REFERENCES

Respondents must submit with response a list of business references (minimum 3) for which they have provided similar services for in the last two years – see **Appendix B Respondent Reference Form**. Respondent's references should include at a minimum the company name, company point-of-contact, phone number, address, city, state, zip code and description of services provided, including language(s) interpreted. Failure to submit required list of references may cause response to be disqualified. HHSC/PCS may contact any or all references prior to an award. Any negative response may result in disqualification of the vendor's submittal.

21. INVOICING AND PAYMENT

- 21.1. HHSC/PCS will issue an individual purchase order for the HHS agency requiring services under the contract issued in accordance with this solicitation. Each purchase order will include the appropriate bill to address for the HHS agency requesting services.
- 21.2. Invoices submitted to the HHS agency must reflect the purchase order number as shown on the purchase order, and must specify in detail the work completed for which payment is due. Invoices are to be submitted to the address specified on the individual HHS agency purchase order.
- 21.3. Payment for services will be made by the HHS ordering agency in accordance with **Appendix C Pricing Sheet**.
- 21.4. Contractor must submit Invoices on a monthly basis or as otherwise indicated on the purchase order. Separate invoices must be submitted for each service location.
- 21.5. Failure to submit required information may result in delay of payment or return of invoice.
- 21.6. No payment will be made under the contract until and unless the HHS agency approves the services performed.
- 21.7. Prices shown on **Appendix C Price Sheet** are all inclusive and no other charges are authorized. It is the responsibility of the awarded contractor to pay for any expenses incurred. The HHS agency will not pay any per diem, travel, hotel, equipment, phone calls, paper, reproduction services, office space, or other incidental expenses related to performing the services as advertised.
- 21.8. If the HHS agency disputes payment of all or any portion of an invoice from the awarded contractor, the HHS agency will notify the awarded contractor of such dispute and both parties will attempt in good faith to resolve the dispute. The HHS agency shall not be required to pay any disputed portion of an awarded contractor's invoice. Notwithstanding any such dispute, the awarded contractor must continue to perform the services and produce deliverables in compliance with the terms of this agreement pending resolution of such dispute so long as all undisputed amounts continue to be paid to the awarded contractor.

22. INSURANCE

- 22.1. Awarded contractor shall carry insurance in the following types and amounts for the duration of the contract (or the minimum limit specific by State of Texas statute, whichever is highest), and shall furnish Certificates of Insurance within (10) calendar days from the receipt of notice award. State or other applicable entities, in lieu of the above, may submit a letter stating that they are self-insuring in the amounts required.
- Statutory Worker's Compensation and Employer's Liability with minimum of \$100,000.00.

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- Comprehensive General Liability Insurance with minimum Bodily Injury limits of \$ 500,000.00 for each occurrence, and Property Damage limits \$500,000.00 for each occurrence to include Premises-Operations, Broad Form Property Damage, Personal Injury and Contractual Liability Coverage.
- If the insurance policies are not written for the amount specified above, the awarded contractor is required to carry an Excess Insurance policy for any difference in the amount specified. Awarded contractor shall be responsible for any deductible amounts stated in the policies.
- If the service specified requires the awarded contractor to use an automobile, the awarded contractor shall carry Automobile Liability insurance for all owned, non-owned, and hired vehicles with minimum limits for bodily Injury \$250,000.00 for each person and \$500,000.00 for each occurrence, and Property Damage limits of \$250,000.00 for each occurrence.

22.2. Property Damage: AWARDED CONTRACTOR will protect the HHS agency's real and personal property from damage arising from awarded contractor its agent's, employees' and sub-awarded contractor's performance of the Agreement. The awarded contractor will be responsible for any loss, destruction, or damage to the HHS agency's property that results from or is caused by Awarded contractor, its agents', employees' or subcontractor's negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of the HHS agency, awarded contractor will notify the HHS agency contract manager or other designated staff. Subject to direction from PCS or the HHS agency's contractor manager or her or his designee, will take all reasonable steps to protect that property from further damage.

23. MINOR INFORMALITY OR WITHDRAWAL OF RESPONSE

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

24. EVALUATION

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

24.2. In evaluating responses to determine the best value for the State, PCS may consider information related to past contract performance/results of a Respondent including, but not limited to: CPA's [Vendor Performance Tracking System](#).

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

24.3.1. COST OF SERVICES SPECIFIED IN SOLICITATION

Costs of services are significant in the overall evaluation of the responses. However, HHSC/PCS is not obligated to select the lowest cost response. The award will be made to the vendor whose response is most advantageous to the HHS agencies, cost and other factors considered.

24.3.2. EXPERIENCE AND PERFORMANCE RECORD

PCS reserves the right to consider Respondent's experience with this agency or contact individuals or businesses, whether private or governmental, which might have information bearing on the performance record of respondents.

Respondents must provide three (3) customer references for which a contract was entered into to perform similar or same work as detailed in this solicitation. Each reference should provide information on experience of at least a two-year period. These references must be submitted with the response.

24.3.3. CAPABILITIES

Evaluation will be based upon your response to this solicitation, overall experience, and vendor's capabilities with particular emphasis on the degree of supervision and number of employees that will be provided to perform this contract

24. PRICING

Respondents must propose their pricing based on the specifications in this solicitation. Respondents must indicate their pricing in the format on the attached **Appendix C Pricing Sheet**. The HHS agency is not responsible for any ancillary costs

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and will not be responsible for any additional expenses incurred by the respondent that are not represented in the respondent's pricing.

25. AWARD

- 25.1. HHSC/PCS reserves the right to make an award on the basis of a low line item, low total (group or groups) or in any other combination, to the lowest respondent meeting or exceeding all advertised specifications, performance requirements, and terms and conditions, that will best serve the interests of the State. HHSC/PCS shall be sole judge of "the best interest of the State."
- 25.2. A contract award or awards shall be made to the highest-ranked respondent(s) after PCS is satisfied that the respondent has met stipulations contained in this solicitation, and that the vendor can perform per specifications, terms and conditions. HHSC/PCS may also opt not to issue an award with regard to this solicitation. During the life of this contract PCS reserves the right to solicit for services that would normally be performed/accomplished using this contract if it deems that by doing so would be in the best interest of the state.

26. INSTRUCTIONS FOR SUBMITTING RESPONSES

26.1. **RESPONSE SUBMISSION:**

Submit the following with the response. Failure by the respondent to submit the documentation listed below may disqualify the respondent from further consideration.

Section 1: Signed Solicitation form:

- Original, signed, dated, and completed solicitation form.
- All solicitation addendum acknowledgement forms (if issued).

Section 2: Respondent's Background and Experience

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

Section 3: Capabilities:

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

Section 4: Attachments:

In this section, include all required attachments.

- Reference form (Appendix B).
- Pricing Sheet (Appendix C)
- HUB Participation Requirements and HUB Subcontracting Plan (Appendix D)
- Solicitation Affirmation and Acceptance (Exhibit A)

27. PROTEST PROCEDURES

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

28. CONTRACT ADMINISTRATION:

Administration of the contract is a joint responsibility of the HHS agency Contract Administrator and PCS. Any proposed changes to work to be performed, whether initiated by the HHS agency or the awarded contractor, must receive final written approval in the form of a Purchase Order Change Notice signed by the authorized PCS purchasing agent.

Upon issuance of purchase order, PCS will designate an individual who will serve as the Contract Manager, if necessary, and point of contact between the agency and the vendor. The Contract Manager does not have any express or implied authority to vary the terms

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of the purchase order, amend the purchase order in any way or waive strict performance of the terms or conditions of the purchase order. This individual's contract management and contract administration responsibilities include, but are not limited to:

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

HHS Procurement and Contracting Services**Appendix A – RESPONDENT CHECKLIST FOR SUBMISSION OF RESPONSE**

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

- ☐ Respondent should submit response in accordance with the instructions on Page 1 of the solicitation.
- ☐ Respondent must sign and return Page 1 of the solicitation. Unsigned responses will not be considered under any circumstance.
- ☐ Respondent shall complete Payee ID Number, full business name and address of Respondent on Page 1 of the solicitation.
- ☐ Respondent must read the solicitation thoroughly and understands that by signing the response the Respondent represents that they have read and understood the specifications as well as the Terms and Conditions.
- ☐ Respondent must submit with response a list of business references on Appendix B Respondent Reference Form. Failure to submit required list of references may cause response to be disqualified.
- ☐ Respondent shall submit with response, the following completed forms and information. Failure to return form(s) may cause response to be disqualified.
 - ☐ Solicitation Form with signature
 - ☐ Company Background, Experience, and Capabilities
 - ☐ Appendix B Respondent Reference Form
 - ☐ Appendix C Pricing Sheet
 - ☐ Appendix D HUB Subcontracting Plan
 - ☐ Exhibit A Solicitation Affirmation and Acceptance
 - ☐ All solicitation addendum acknowledgement forms (if issued).

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Appendix B – Respondent Reference Form

Respondents must submit with response a list of business references (minimum 3) for which they have provided similar services for in the last two years. These references should demonstrate the respondent's ability to perform the Scope of Work described in the solicitation. Include contract dates and contact information (customer points of contact, address, telephone number and email address). The respondent must explain whether it performed the work as a prime contractor or subcontractor. If the respondent performed the work as a subcontractor, the respondent must describe the scope of subcontracted activities.

1. Business Name:

Point-of-Contact / Title:

Phone: Email:

Description of Service Provided

2. Business Name:

Point-of-Contact / Title:

Phone: Email:

Description of Service Provided

3. Business Name:

Point-of-Contact / Title:

Phone: Email:

Description of Service Provided

4. Business Name:

Point-of-Contact / Title:

Phone: Email:

Description of Service Provided: