

Report ID:EBPO0055
 Database: FSPRD
 Prepared By: Woolverton,Joseph
 Run Date: 8/14/2019 10:00 AM
 Prompts: SetID:HHSTX
 Bill/Ship SetID: HHSTX

HHS Purchasing
Contract Purchase Order



Contract ID: HHS000198500001
 Bill To: 3063

Supplier Loc: 000
 Ship To: 4546

Contract Begin Date: 09/01/2018	Contract End Date: 08/31/2020	Contract PO Number: HHS000198500001	Status I - A	Entered Data 09/12/2018
Maximum Contract PO Amount: HHS Agencies guarantee no minimum or maximum quantity for Contract Purchase Orders		57384.38		
Contract Manager: Woolverton,Joseph Alan				

The State of Texas Agencies, including HHS Agencies, are exempt from all Federal Excise Taxes. The undersigned claims the State and City sales tax exemptions under Texas Tax Code, Section 141.309(4), for tangible goods and services. All subsequent shipments or releases shall be FOB Destination unless otherwise specified in the original solicitation. Additional ship and bill to locations identified in the original solicitation may be specified on a purchase order release referencing this contract.

1951040600
BECKMAN COULTER INC
250 S KRAEMER BLVD
BREA
928216232

CA

Primary Bill To: DEPARTMENT OF STATE HEALTH SERVICES
1100 W 49th St
PO Box 149347
Austin TX
78756

Primary Ship To: DEPARTMENT OF STATE HEALTH SERVICES
1100 W 49th St
PO Box 149347
Austin TX
78756

The Health and Human Services Commission (HHS), on behalf of the Department of State Health Services (DSHS), awards this blanket contract for Beckman Coulter reagents as outlined in Section 2 - Specifications.

PCC: SS/0

These specifications and/or requirements are being advertised under Section 2155.067, Texas Government Code. The procuring agency has on file an approved justification for the specifications and the reasons why competing products are not satisfactory. If a competing vendor believes it can satisfy these specifications, it should respond with its product and explain how the specifications will be adequately met.

A. TERM:

The term of this contract shall be from September 1, 2018 through August 31, 2019, with four (4) one year renewal option periods.

B. CONTRACT TERM (including Extensions/Renewals):

B.1. Contract Term: September 1, 2018 through August 31, 2019, with four (4) one year renewal option periods.

B.2 This contract does not constitute nor imply a commitment on the part of HHS/DSHS to purchase additional services/goods from the awarded contractor in the future.

B.3 Options to Renew: This contract may be renewed by HHS Procurement and Contract Services (PCS) for four (4) additional one (1) year periods at the sole discretion of PCS. Any option to extend shall be at the same terms and conditions specified in this original solicitation and resultant contract including any amendments.

B.4 The decision to renew this contract shall be at the sole discretion of the HHS and PCS. Such renewal shall be subject to all specifications, terms, and conditions of the contract resulting from this procurement. By submitting a response to this solicitation, bidder agrees to be bound, for the initial term of the contract and for all renewal terms that the HHS agency and PCS may elect to exercise, and to perform the services described at the rates quoted in the solicitation.

B.5 Emergency Option to Extend Services: The bidder, by submitting a response to this solicitation, agrees that the PCS/HHS may require continued performance beyond the initial term or renewal contract term, of any of the herein described goods/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

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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. The HHS/PCS may exercise this option upon written notice to the awarded contractor.

C. CONTRACT EXECUTION:

C.1 The contract shall consist of the following: IFB, Contract, Purchase Order, Bidder's bid response, any amendments, Purchase Order Change Notices (POCNs), and/or Purchase Order revisions.

C.2 By submitting a response to this solicitation, bidder agrees to be bound for the initial term of the contract and for all renewal terms (if applicable) that the HHS/PCS may elect to exercise, and to deliver the goods described at the rates quoted in the solicitation.

C.3 This IFB and resulting contract does not supersede existing contracts in place at respective Department facilities for similar goods/services.

D. COST/PRICE ADJUSTMENTS:

D.1 Price increases are not awarded automatically at contract renewal. The awarded contractor must request an annual price increase in writing with validating documentation of requested increase based on the original terms and conditions. This will be in effect for each fiscal year of the contract.

D.2 September 1, 2018 through August 31, 2019: No escalation allowed.

1st Option to renew: September 1, 2019 through August 31, 2020, __3__%

2nd Option to renew: September 1, 2020 through August 31, 2021, __3__%

3rd Option to renew: September 1, 2021 through August 31, 2022, __3__%

4th Option to renew: September 1, 2022 through August 31, 2023, __3__%

*Not to exceed 5% per contract year. Escalation rates are non-cumulative during the life of the contract. Escalations are allowed only at contract renewal; no escalations are allowed during any term of the contract.

If bidder fails to stipulate an escalation amount (percentage amount) on bid response, the HHS/PCS shall consider the escalation percentage to be zero (0) percent for the duration of the specified renewals or extensions.

E. REQUIREMENTS/LIMITATIONS:

E.1 Reagents are to be shipped upon request of the DSHS Laboratory, or scheduled shipments. If scheduled shipments, the purchase order will indicate shipment dates and quantities.

E.2 Expiration date of the reagents must be at minimum 1 year at the time of receipt in the laboratory.

E.3 Quantities are estimates only, and may be increased or decreased depending upon need and/or funding availability.

E.4 Similar items may be added to the contract in the future upon mutual agreement of item and price.

E.5 The State will award this Bid/Offer Quotation in accordance with the Texas Government Code, Title 10, Subtitle D, Chapter 2155.144, Health Care Purchasing.

E.6 Freight: FOB Destination; Freight, Shipping fees prepaid and included in bid prices.

F. BIDDER POINT-OF-CONTACT:

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Bidder is requested to provide the name and telephone number of a point-of-contact for the submitted quote response; however, bidder is hereby advised that this point-of-contact will not be recognized as or accepted in lieu of the "authorized signature" requirement of this Invitation for Bids.

Name:

Phone:

Fax:

Email:

08/14/2019 - Renewed contract for first renewal option period, which is effective 09/01/2019...JW

Line Item	Line Item Description	Class	Max Ln Quantity	UoM	Unit Price	Max Line Amount
1	ITEM #OSR6121, GLUCOSE, R1 4X25ML, R2 4X12.5ML	193	4	LOT	0	0
2	ITEM #OSR6121, GLUCOSE, R1 4X25ML, R2 4X12.5ML	193	4	LOT	0	0
3	ITEM#OSR6295, HDL-CHOLESTEROL, R1 4X50ML, R2 4X16.5ML	193	20	LOT	0	0
4	ITEM #ODC0023, HDL-CHOLESTEROL CALIBRATOR, 3X1ML	193	12	LOT	0	0
5	ITEM #DR0070-2 CALIBRATOR, ASSAY LVL 2, 12X5ML, CALIBRATOR, 12X6ML, DILUENT	193	4	LOT	0	0
6	ITEMS #OSR60118, TRIGLYCERIDE, R1 4X20ML, R2 4X5ML	193	16	LOT	0	0
7	ITEM #OSR0001, WASH SOLUTION, 6X2L	193	5	LOT	0	0
8	DR0070-1, CALIBRATOR, ASSAY LVL 1, 12X5ML CALIBRATOR, 12X6ML, DILUENT	193	4	LOT	0	0
9	ITEM #OSR62166, LIH R1, 16X48ML	193	1	LOT	0	0
10	ITEM #OSR6178, CREATININE, 4X51ML	193	4	LOT	0	0
11	ITEM #ZM011200, R-SYRINGE	193	2	LOT	0	0

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Line Item	Line Item Description	Class	Max Ln Quantity	UoM	Unit Price	Max Line Amount
12	ITEM #ZM011100, S-SYRINGE	193	2	LOT	0	0
13	ITEM #MU993400 SAMPLE PROBE	193	2	LOT	0	0
14	ITEM #MU995800, REAGENT PROBE	193	2	LOT	0	0
15	ITEM #ZM022700, STYLET KIT -R-PROBE	193	1	LOT	0	0
16	ITEM #MU941300, STYLET KIT - SPROBE	193	1	LOT	0	0
17	Estimated SHIPPING FEES	193	1	LOT	0	0

All specifications, terms, and conditions set forth in the contractor's conforming solicitation response become a part of this Contract Purchase Order. Vendor guarantees goods and services delivered will meet or exceed specifications. No substitutions, over-shippments or cancellations are permitted without prior approval from the agency. If the vendor fails to deliver by promised delivery date or fails to meet advertised specifications, the agency reserves the right to purchase elsewhere and charge any increase in cost and handling to the contractor. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the agency and the Vendor to attempt to resolve all disputes arising under this contract.

____ Releases against this Contract Purchase Order are done by issuing a Purchase Order release and require all shipments, invoices, and correspondence to be identified with the Purchase Order #.

____ Releases against this Contract Purchase Order are to be done by HHS Purchaser or Contract Manager authorization and are to be identified by this Contract Purchase Order #.

HHS Purchaser
Signature: *Joe Wood* CTAM, CTCM

Date: 08/14/2019 **Phone:** 512-406-2517