

Report ID:EBPO0055  
 Database: FSPRD  
 Prepared By: Woolverton,Joseph  
 Run Date: 9/3/2019 13:50 PM  
 Prompts: SetID:HHSTX  
 Bill/Ship SetID: HHSTX

**HHS Purchasing**  
**Contract Purchase Order**



Contract ID: HHS000218500001  
 Bill To: 3063

Supplier Loc: 005  
 Ship To: 1947

Contract Begin Date: <b>09/19/2018</b>	Contract End Date: <b>08/31/2020</b>	Contract PO Number: <b>HHS000218500001</b>	Status <b>I - A</b>	Entered Data <b>09/19/2018</b>
Maximum Contract PO Amount: HHS Agencies guarantee no minimum or maximum quantity for Contract Purchase Orders		<b>559800</b>		
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.

**1220760120**  
**BECTON DICKINSON & COMPANY**  
**21588 NETWORK PL**  
**CHICAGO IL**  
 [REDACTED]

**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), Austin Laboratory, is awarding this blanket contract for Becton Dickinson items as outlined in IFB HHS0002185 Section 2 - Specifications.

Since this solicitation is intended to establish a blanket contract, all line items are being awarded to a single bidder.

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 19, 2018 through August 31, 2019, with four (4) one-year renewal option periods.

**B. CONTRACT TERM (including Extensions/Renewals):**

B.1. Contract Term: September 19, 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

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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 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, \_\_0\_\_%

2nd Option to renew: September 1, 2020 through August 31, 2021, \_\_0\_\_%

3rd Option to renew: September 1, 2021 through August 31, 2022, \_\_0\_\_%

4th Option to renew: September 1, 2022 through August 31, 2023, \_\_0\_\_%

\*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 DSHS Laboratory request.

E.2 Quantities are estimates only, and may be increased or decreased depending upon need and/or funding availability.

E.3 Similar items may be added to the contract in the future upon mutual agreement of item and price.

E.4 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.5 Freight: FOB Destination; Freight, Shipping, and hazmat fees prepaid and included in bid prices.

Line Item	Line Item Description	Class	Max Ln Quantity	UoM	Unit Price	Max Line Amount
1	BD# 245115, BACTEC MGIT PZA test medium, 25	193	106	LOT	0	0

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**tubes/pack**

Line Item	Line Item Description	Class	Max Ln Quantity	UoM	Unit Price	Max Line Amount
2	BD# 245128, BACTEC MGIT PZA drug, 50 tests/kit	193		LOT	0	0

Line Item	Line Item Description	Class	Max Ln Quantity	UoM	Unit Price	Max Line Amount
3	BD# 245123, BACTEC MGIT 960 SIRE kit, 40 tests/kit	193		LOT	0	0

Line Item	Line Item Description	Class	Max Ln Quantity	UoM	Unit Price	Max Line Amount
4	BD# 245126, BACTEC MGIT 960 INH 0.4 kit, 20 tests/kit	193		LOT	0	0

Line Item	Line Item Description	Class	Max Ln Quantity	UoM	Unit Price	Max Line Amount
5	BD# 245122, BACTEC MGIT tubes, 100 tubes/case	193		LOT	0	0

Line Item	Line Item Description	Class	Max Ln Quantity	UoM	Unit Price	Max Line Amount
6	BD# 245124, MGIT growth supplement, 100 tests/kit	193		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-shipments 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:  CTCG, CTCM

Date: 09/01/2019

Phone: 512-406-2517



HHS Procurement and Contracting Services

**PURCHASE ORDER/CONTRACT RENEWAL NOTICE**

Date: August 24, 2019

To: Patrice Marshall  
Vendor ID No.: 1220760120  
Vendor Contact: Patrice Marshall  
Vendor Name: Becton Dickinson & Company  
Address: 21588 Network Pl, Chicago, IL 60673  
Phone: 410-316-3083  
Fax:

Purchaser: Joe Woolverton, CTCD, CTCM  
Address: 1100 W. 49<sup>th</sup> St. MC2020  
Austin, Texas 78756  
Phone: 512-406-2517  
Fax: 512-406-2693  
E-mail: joseph.woolverton@hhsc.state.tx.us

**PO/Contract Number: HHS000218500001**  
**Contracting Agency: Health & Human Services Commission/Department of State Health Services**  
**Contract Description: Contract for Bactec MGIT items awarded from IFB HHS0002185**

Under the terms of the existing purchase order/contract the agency is exercising the purchase order/contract renewal option as agreed to in the original purchase order/contract. This purchase order/contract renewal will be in accordance with the same terms and conditions as the original solicitation and resultant purchase order/contract.

Renewal period: FROM: 09/01/2019 TO: 08/31/2020

Additional Comments: This renews Contract HHS000218500001 for the first of four available optional renewal periods. An FY2020 purchase order will be issued for FY2020 (September 1, 2019 through August 31, 2020) to encumber funds for FY20, with items shipped upon request of DSHS personnel.

EXCESS OBLIGATIONS – THIS PURCHASE ORDER/CONTRACT RENEWAL IS CONTINGENT UPON THE CONTINUED AVAILABILITY OF FUNDING. IF FUNDS BECOME UNAVAILABLE THROUGH LACK OF APPROPRIATIONS, BUDGET CUTS, TRANSFER OF FUNDS BETWEEN PROGRAMS OR AGENCIES, AMENDMENT OF THE APPROPRIATIONS ACT, HEALTH AND HUMAN SERVICE AGENCY CONSOLIDATIONS, OR ANY OTHER DISRUPTION OF CURRENT APPROPRIATIONS, THE PROVISION OF THE TERMINATION ARTICLE SHALL APPLY.

**Instructions to vendor:** Please sign and return to purchaser at address, e-mail or fax number shown above.

Martin Lukowski  
Authorized Vendor Signature

Martin Lukowski  
Printed Name (Authorized Vendor)

Dir, Capital Contracting  
Title

Date: 3 Sept, 2019

Joe Woolverton  
HHS PCS Purchaser Signature

Joe Woolverton, CTCD, CTCM  
Printed Name (HHS PCS Purchaser)

Date: 9-1-2019