

Report ID:EBPO0055
Database: FSPRD
Prepared By: Call,Julie Ann
Run Date: 9/7/2021 10:43 AM
Prompts: SetID:HHSTX
Bill/Ship SetID: HHSTX

HHS Purchasing
Contract Purchase Order



Contract ID: HHS000229900001
Bill To: 6688

Supplier Loc: *W9
Ship To: 6014

Contract Begin Date: 09/01/2017	Contract End Date: 08/31/2022	Contract PO Number: HHS000229900001	Status I - A	Entered Date 08/15/2018
Maximum Contract PO Amount: 2225174.8 HHS Agencies guarantee no minimum or maximum quantity for Contract Purchase Orders		Contract Manager:		

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
DEPT CH 10164
PALATINE
600550164

IL

Primary Bill To: HEALTH & HUMAN SERVICES COMMISSION
4001 Highway 36 South
Brenham TX
77833

Primary Ship To: HEALTH & HUMAN SERVICES COMMISSION
4110 Guadalupe
Austin TX
78751

Blanket Contract for to be ordered as needed for Beckman Coulter AU680/DXC 700AU Chemistry Analyzer lease for 60 month for two analyzers including service plan and consumables as required for instrument to function. Reference Quote # 2016-371111223

CONTRACT # 52900-8-2000175134

DO NOT SHIP OR INVOICE BEFORE SEPTEMBER 1, 2017
AFTER SEPTEMBER 1, 2017 SHIP ONLY WHEN NOTIFIED BY AGENCY STAFF

This contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature

The initial term of Contract is from September 1, 2017 through August 31, 2018

Freight Terms

Consumables using Beckman Coulter's Electronic Commerce on shipment per month of consumables shall be FOB destination with all costs of transportation and insurance being paid by Beckman Coulter. For Consumables that are not available on Beckman Coulter's electronic commerce site, one shipment per month of consumables will be FOB destination with all costs of transportation insurance being paid by Beckman Coulter for consumables if customer puts these consumables on a standing order (Changes to which may only be made once per year) and the consumables are shipped using Beckman Coulter's standard shipping schedule and method. All changes to Beckman Coulter's shipping schedule or method requested by customer may be subject to a fee. All other shipments of consumables shall be FOB shipping point with all freight charges prepaid by Beckman Coulter and invoiced to customer

CONTRACT TERM (Including Extensions/Renewals):

Initial Contract Term: The initial term of Contract is from September 1, 2017 through August 31, 2018

This contract does not constitute nor imply a commitment on the part of HHSC/PCS to purchase additional services from the awarded contractor in the future.

Options to renew:

This contract may be renewed by PCS for four (4) additional one-year periods at the sole discretion of PCS. Any option to extend shall be at the same terms and conditions specified in the original solicitation and resultant contract including any

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amendments.

The decision to renew this contract shall be at the sole discretion of the HHS agency and PCS. Such renewal shall be subject to all specifications, terms, and conditions of the contract resulting from this procurement. By submission of a response to this solicitation, respondent 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.

Emergency Option to Extend Services: The Contractor by submission of a response to this solicitation agrees that the PCS/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, 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 PCS/HHSC may exercise this option upon written notice to the awarded contractor.

CONTRACT EXECUTION:

The contract shall consist of the following: Purchase Order, IFB, Vendors response, any agreed upon amendments and Purchase Order Change Notices (POCNs).

By submission of a response to this solicitation respondent 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.

Escalation rates:

Bidders should note:

Escalation allowance is not cumulative from year-to-year, but is based upon the bidders original rate submitted in response to this IFB.

Date of award thru 08/31/18 no escalation allowed

1st Option to renew 09/01/18 thru 08/31/19 escalation rate 3% starting 5-31-2019

2nd Option to renew 09/01/19 thru 08/31/20 escalation rate 6% starting 5-31-2020

3rd Option to renew 09/01/20 thru 08/31/21 escalation rate 9% starting 5-31-2021

4th Option to renew 09/01/21 thru 08/31/22 escalation rate 12% starting 5-31-2022

DELIVERABLES:

The quantities shown are estimates only and do not constitute a guarantee of purchase. No guarantee of any minimum or maximum purchase is made or implied. Actual usage may be more or less than estimates. Any quantities not ordered as of August 31, 2018 will be considered cancelled. PCS will in no way be obligated for any quantity which falls short of the estimates. PCS will order the amount needed to satisfy operating requirements that may be more or less than indicated.

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.

PCS does not guarantee the use of the blanket contract or the award of contract.

MATERIAL SAFETY DATA SHEETS:

A vendor must provide, at no cost, at least one copy of any applicable Manufacturers Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

The Texas Health and Safety Code Chapter 502, Section 502.006 requires chemical manufacturers and distributors to

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provide material safety data sheets (MSDS) for hazardous materials sold. Products covered by this act must be accompanied by a material safety data sheet and such products shall be labeled in compliance with the law.

ADDING NEW PRODUCTS TO THE CONTRACT:

Following the contract, additional products of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added via Purchase Order Change Notice (POCN) approved by the Agency and the Vendor.

METHOD AND TERMS FOR ORDERING:

Release orders for these products will be issued by PCS on an as needed basis.

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 contract. The vendor will be obligated to fill these orders if received by the agency within a period of fourteen (14) days following the end of period or date of contract execution.

PCS does not guarantee the use of the blanket contract or the acquisition of any quantities during the full term of the blanket contract.

HHSC/PCS will issue an individual purchase order for the HHS agency requesting items under the contract. Each purchase order will include the appropriate bill to address for the HHS agency requesting services.

CONTRACTORS PERFORMANCE:

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 see to achieve resolution of the issues with the contractor. The HHS agency contract manager will report the following compliance issue to HHSC/PCS for resolution:

Failure to reach agreement on corrective action
Numerous, repeated violations of this contract and corrective action plan(s)

The HHS Agency contract administrator and/or PCS may utilize a Comptroller of Public Accounts (CPA) Vendor Performance Form to report awarded contractors performance to HHSC PCS staff. PCS staff may report the contractors performance to the CPA Vendor Performance Section.

PCS AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS SOLICITATION:

TERMINATION:

This contract may be terminated by the state with thirty (30) day written notice prior to cancellation date.

HHSC Purchasing Contact:
Kenneth Murphy
Phone: 210-337-3421
Fax: 210-337-3496
Email kenneth.murphy@hhsc.state.tx.us

Internal Agency Contact:
Jeffrey Shin 512-419-2038
Carrie Dillon 512-419-2029
Joe Garcia 512-419-2031

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Vendor:
 Beckman Coulter
 Richard Smith
 713-906-7835
 Rsmith@beckman.coulter.com

Client Services Purchases (Goods and Services)
 The Executive Commissioner is delegated authority for the purchase and contracting of client service contracts. (Government Code 531.0055) Client services goods and services are purchased according to requirements in Government Code 2155.144 and HHS procurement rules in 1 TAC 391.

Line Item	Line Item Description	Class	Max Ln Quantity	UoM	Unit Price	Max Line Amount
1	FY18 Initial Contract Term 09-01-2017 to 08-31-2018	979	1	LOT	269345.16	269345.16
2	FY19 1st Renewal Term 09-01-2018 to 08-31-2019	979	1	LOT	340981.61	340981.61
3	FY 20 Funds	979	0	LOT	343582.06	343582.06
4	FY21 3rd Renewal Term 09-01-2020 to 08-31-2021	979	1	LOT	355390	355390
5	FY22 Final Renewal	979	0	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 *Julie Call* **CTPM, CTCM**
Signature: _____
Date: _____ **Phone:** _____