

Contract

HHS Purchasing

Contract Number	Rev.No.	Status
HHS000248800001	1	Duplicate
Contract Dates	Contract Maximum	
09/01/2018 to 08/31/2019	34,572.72	
Description	Page	
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1540682401
GRAFTON SCHOOL INC
DBA GRAFTON INTEGRATED HEALTH NETWORK
PO BOX 2500
WINCHESTER VA 226041700

Contact Name: Woolverton,Joseph Phone: 512/406-2517

This contract is to initiate the request of goods and/or services for the HHS Purchasing. All releases against this contract are done by issuance of a purchase order. All shipping, invoice and correspondence will be included on the purchase order. All invoices must include the contract and purchase order number information. The State of Texas is exempt from all Federal Excise Taxes.

Line No.	Line Description	Class	Line Qty	UoM	Unit Price	Line Amt
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1	FY19 line for Ukeru shields	470	0.00	LOT	0.00	
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The Health and Human Services Commission (HHS) is awarding this contract for Ukeru Shields from formal IFB HHS0001956. It is intended for use by any HHSC or DSHS facility that needs to order Ukeru shields.

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

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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 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

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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 Items are to be shipped via purchase order release against awarded contract. Individual HHSC facilities or DSHS facilities may place orders against any awarded contract resulting from this IFB by submitting a requisition to the HHSC Procurement and Contracting Services, after which the purchase order will be generated.

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.

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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 fees prepaid and added to invoices.

F. BIDDER POINT-OF-CONTACT:

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.

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Name:

Phone:

Fax:

Email:

All specifications, items and conditions set forth in the contractor's confirming solicitation response become a part of this contract documents. Contractor guarantees goods and services delivered must meet or exceed specifications. No substitutions, over shipments, or cancellations are permitted without prior approval from the agency. Contractor must not provide goods or services over the quantity or amounts included in the contract or without a completed contract or purchase order revision. If the contractor 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 costs and handling to the contractor. The dispute resolution process provided in Chapter 2260 of the Texas Government Code must be used by the agency and the contractor to attempt to resolve all disputes arising under this contract.

UNAUTHORIZED