

Report ID:EBPO0055  
 Database: FSPRD  
 Prepared By: Woolverton,Joseph Alan  
 Run Date: 4/1/2020 10:00 AM  
 Prompts: SetID:HHSTX  
 Bill/Ship SetID: HHSTX

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



Contract ID: HHS000525700003  
 Bill To: 3500

Supplier Loc: 000  
 Ship To:

Contract Begin Date: <b>04/01/2020</b>	Contract End Date: <b>08/31/2020</b>	Contract PO Number: <b>HHS000525700003</b>	Status <b>I - O</b>	Entered Date <b>04/01/2020</b>
Maximum Contract PO Amount: HHS Agencies guarantee no minimum or maximum quantity for Contract Purchase Orders		<b>0</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.

**1752244985**  
**REDDY ICE CORPORATION**  
**PO BOX 730505**  
**DALLAS TX**  
**753730505**

**Primary Bill To: HEALTH & HUMAN SERVICES COMMISSION**  
**4900 N Lamar Blvd**  
**Austin TX**  
**78751**

**Primary Ship To:**

**1 BRIEF SUMMARY/ OVERVIEW OF COMMODITY TO BE PURCHASED VIA THIS CONTRACT:**

1.1 The Texas Health and Human Services Commission (HHSC) awards this Contract for the purchase of bagged ice (cubed or crushed), and the possible rental of insulated trailer(s) to be made upon request of the agency to meet the needs of the clients and residents of the State of Texas in the event of an emergency or disaster. Historical data indicates that 10 - 500 loads have been purchased, dependent upon the needs per event. The contract will be used only in the event of a formally declared State emergency under the provision of Texas Government Code, Section 418.014. HHSC reserves the right to award multiple contracts from the IFB from which this Contract is awarded.

**1.2 POINT OF CONTACT:**

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

Sarah Oettle  
 Emergency Management Program Coordinator  
 HHS Emergency and Risk Management  
 Tel: (512) 706-7282  
 Fax: (512) 706-7353  
 sarah.oettle@hhsc.state.tx.us

**2. CONTRACT TERM (Including Extensions/Renewals):**

2.1 The term of this contract shall be from April 1, 2020 through August 31, 2020 with the option to renew/extend for three (3) additional one (1) year periods. The option to renew the contract shall be solely at the discretion of the HHSC. Any extension shall be at the same terms and conditions specified in the original IFB and resultant contract. Contractor shall be notified of optional extensions by agency Purchase Order Change Notice (POCN).

**ESCALATION RATES \*:**

April 1, 2020 through August 31, 2020, no escalation allowed.

1st option to renew: 09/01/2020 through 08/31/2021 escalation rate   2  %

2nd option to renew: 09/01/2021 through 08/31/2022 escalation rate   2  %

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3rd option to renew: 09/01/2022 through 08/31/2023 escalation rate \_\_2\_\_%

\*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.

2.2 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.

### 3. DELIVERABLES:

3.1 Quantities may be increased or decreased depending upon need and/or funding availability.

3.2 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, 2020, (and end of each year of the contract or renewal/extension period) will be considered cancelled. (Product will be purchased on a State fiscal year basis from September 1 through August 31 per year). HHSC will in no way be obligated for any quantity which falls short of the estimates. HHSC will order the amount needed to satisfy operating requirements that may be more or less than indicated.

3.3 Contractor shall describe any re-stocking provisions based on the assumption that product remains in its original shrink-wrapped pallets, with the cargo seal remaining intact. Re-stocking provisions may include but are not limited to: product amount that can be returned, re-stocking fee and timeframe for returns.

3.4 To be responsive to emergency needs, the State may pre-stage product six to twenty-four (6 - 24) hours prior to the disaster or event; hence, ability to load within two to six (2 - 6) hours of notification to Contractor is required. If the Contractor is other than the manufacturer, Contractor must submit evidence of a contractual relationship between Contractor and manufacturer which guarantees that the contracted items are available and can be delivered as requested.

3.5 Some possible areas (possible staging areas) of Texas that delivery will be required for in the event of a Hurricane or Disaster will be:

- Beaumont
- Corpus Christi
- Galveston
- Harlingen/Brownsville
- Houston
- Lufkin
- San Antonio Cities/Communities surrounding these locations
- Victoria

3.6 Any other required deliveries will be dependent upon the nature of the disaster relief effort and the area affected statewide by the formally declared state of emergency. The Contractor must have the capability to delivery product statewide.

3.7 The agency will only order the amount needed to satisfy operating requirements which may be more or less than indicated. The Contractor will agree not to ship any materials until instructions are received from the agency.

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3.8 Contractor shall make product available for shipment within two to six (2 - 6) hours from notification to ship. Locations will be determined per request or disaster event.

3.9 Emergency availability for shipment is to be within two to six (2 - 6) hours of notification by HHSC. This shall include any day, any time, including weekends and holidays.

**4. INVOICING/ PAYMENT:**

4.1 Contractor shall invoice in accordance with directions provided by the agency and summarize invoice information on an Excel spreadsheet format. Spreadsheet will include information in Section 4.2 below.

4.2 Payment will be based on unit price(s) bid and actual quantity received. Payment will be made monthly upon receipt of a properly completed invoice.

Invoice must provide the following

- Contractor name
- Contractor Address (street, PO Box, city, State, Zip)
- Telephone Number
- Fax Number
- Contact Name
- HHSC PO Number
- Event Name
- Description of product(s) or service(s) (description must coordinate with product/unit of measure ordered)
- Invoice Number
- Invoice Date
- Unit(s) of measure
- Unit price
- Extended price

4.3 Invoices must be submitted as product or services are provided, not held to the end of the event

Payments will be processed thirty (30) days after receipt of a properly completed and correct invoice in HHSC, not the invoice date.

Incomplete, inconsistent, or altered invoices and supporting documentation will be returned to the Contractor for correction.

HHSC is exempt from sales and rental use taxes. Invoices containing taxes will be returned to the Contractor for correction.

4.4 All documents pertaining to the purchase must be clearly readable, without modifications (scratch-outs, black-outs), and be complete and consistent in content.

**4.5 Invoice Batch Summary Sheet**

- Hardcopy of the Invoice Batch Summary Sheet accompanies invoices grouped (50 maximum) per group
- Electronic copy of the Invoice Batch Summary Sheet is transmitted to [emergencymanagement@hhsc.state.tx.us](mailto:emergencymanagement@hhsc.state.tx.us)
- All applicable columns and lines must be completed for the invoices submitted in each batch
- The Invoice Batch Summary Sheet format must not be altered

Questions related to entries on the Invoice Batch Summary Sheet should be directed to [emergencymanagement@hhsc.state.tx.us](mailto:emergencymanagement@hhsc.state.tx.us).

**5. FREIGHT:**

5.1 N/A - Agency will provide transportation and information to Contractor for coordination of deliveries to pre-determined sites or Points of Distribution (PODs).

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5.2 FOB Shipper. Shipping company is to be responsible for goods in transit, specific locations will be provided during the disaster event.

**6. EVALUATION/AWARD CRITERIA:**

6.1 All bid responses must be complete and convey all of the information requested in order to be considered responsive. Bid responses will be evaluated to include overall response to qualify bid and will consist of, but is not limited to, HHSC best value factors:

Prior experience of at least one year in responding to disaster situations (pass/fail screening criteria only).

Price of product (ice - 80%; dry ice - 0%; and insulated trailer - 20% = 100%). (Bidding dry ice is optional, so dry ice pricing will not be scored. Historically, HHSC does not request dry ice, but would like pricing for a frame of reference just in case HHSC needs it in the future).

Ability to begin loading product within two to six (2 - 6) hours of notification (pass/fail screening criteria only).

Ability to provide product to multiple locations, particularly areas located near the TX coast (pass/fail screening criteria only).

The other best values factors consist of, but are not limited to, percentage of escalation. Also considered will be the ability to respond during emergency periods with high volume productions on short notice from the Agency.

6.2 Exceptions to terms and conditions may be considered. If the bid fails to conform to the essential requirements of the IFB, the State alone will determine whether the variance is significant enough to consider the bid susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award. The HHSC will evaluate and make award to the bid that is determined to be best value to the State of Texas.

6.3 HHSC reserves the right to award multiple contracts from this IFB. It is HHSC's intent to award a single "primary" contract, along with one (or more) "back-up" contracts.

**7. CONTRACT EXECUTION:**

7.1 The contract shall consist of the following: IFB, IFB Addenda (if any issued), Contractor's response, Purchase Order, any agreed upon amendments and Purchase Order Change Notices (POCNs).

**8. HUB SUBCONTRACTING:**

HHSC encourage respondents to submit their HUB Subcontracting Plans (HSP) to the contact person named in Section 8.1 below for a courtesy review. Respondents may submit their HSPs for review no later than 8 days before the official submission date (bid due date).

In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 (b) a proposal that does not contain a HUB Subcontracting Plan (HSP) is non-responsive; and in accordance with Texas Administrative Code §20.285 (b) (3). Responses that do not include a completed HUB subcontracting plan in accordance with this subsection shall be rejected due to material failure to comply with Government Code, §2161.252(b).

**8.1 Introduction**

The sole point of contact for HUB inquires:

Texas Health and Human Services Commission  
Cheryl Bradley, HUB Coordinator  
Phone: (512) 406-2529

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E-mail: cheryl.bradley@hhsc.state.tx.us

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.

Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

### 8.2 HHSC's Administrative Rules

HHSC has adopted the CPA's HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter D, Division 1. If there are any discrepancies between HHSC's administrative rules and this IFB, the rules shall take priority.

### 8.3 Statewide Annual HUB Utilization Goal

The CPA has established statewide annual HUB utilization goals for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.284 of the HUB rules. In order to meet or exceed the statewide annual HUB utilization goal, HHSC encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This procurement is classified as a Commodities procurement under the CPA rule and therefore has a statewide annual HUB utilization goal of 21.1% per fiscal year.

### 8.4 Required HUB Subcontracting Plan

In accordance with Texas Government Code Chapter 2161, Subchapter A, §2161.252 (a) each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest for the contract, determine whether there will be subcontracting opportunities under the contract. If the state agency determines that there is that probability, the agency shall require that each bid, proposal, offer, or other applicable expression of interest for the contract include a historically underutilized business subcontracting plan.

In accordance with Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.285(a)(1)(C) of the HUB Rule, state agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

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.

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the IFB, in a separate sealed envelope, with the IFB submission, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP. Respondent must also submit one (1) electronic copy of the HSP and supporting documentation in Adobe PDF format on a USB flash drive.

In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a respondent from completing the HSP requirement.

HHSC shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, HHSC may, at its discretion,

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allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

### 8.5 CPA Centralized Master Bidders List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <https://mycpa.cpa.state.tx.us/tpasscmbllsearch/tpasscmbllsearch.do>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NIGP) Class/Item Code(s):

073-08 Trailers, with Enclosed Refrigeration Unit

Respondents are not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

### 8.6 HUB Subcontracting Procedures - If a Respondent Intends to Subcontract

An HSP must demonstrate that the respondent made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

#### Identify Subcontracting Areas and Divide Them into Reasonable Lots

A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

#### Notify Potential HUB Subcontractors

The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.

Use the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, 4 or 5:

#### 8.6.1.1 Method 1: Respondent Intends to Subcontract with only HUBs:

The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or,

#### 8.6.1.2 Method 2: Respondent Intends to Subcontract with HUB Protégé(s):

The respondent must identify in the HSP the HUB Protégé(s) that will be utilized and should:



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include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC, and identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When a respondent proposes to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or,

#### 8.6.1.3 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that have existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; or,

#### 8.6.1.4 Method 4: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The respondent must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

Respondents must give trade organizations and/or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Small, Minority and Women Business Trade Organizations and Development Centers.

Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting proposals and must include:

- o a description of the scope of work to be subcontracted;
- o information regarding the location to review project plans or specifications;
- o information about bonding and insurance requirements;
- o required qualifications and other contract requirements; and
- o a description of how the subcontractor can contact the respondent.

Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file.

Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

#### Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. HHSC may require the respondent to submit additional documentation

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explaining how the respondent made a good faith effort in accordance with the solicitation.

A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value responsive bidders.

#### 8.7 Method 5: Respondent Does Not Intend to Subcontract

When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 8.5. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The respondent must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient respondent staffing to meet the IFB requirements;
- provide monthly payroll records showing the respondent staff fully dedicated to the contract;
- allow HHSC to conduct an onsite review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

#### 8.8 Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, HHSC will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment Report. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 8.6 of this IFB (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary



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changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

#### 9. BIDDER POINT-OF-CONTACT:

9.1 Bidder is requested to provide the name and phone number of a point-of-contact for the submitted bid 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 Bid.

Name: \_Darren Boruff\_\_\_\_\_

Phone: \_214-442-1087\_\_\_\_\_

Fax: \_N/A\_\_\_\_\_

E-mail: dboruff@reddyice.com\_\_\_\_\_

#### 10. VENDOR CHECKS:

HHSC is required to perform certain "vendor checks" before awarding a contract or purchase order. If a vendor does not pass one or more of these vendor checks, the award may go to the next lowest bidder whose product(s) meet specifications, and who passes all the vendor checks. Some of the vendor checks are listed below, but not all have URL links available to non-governmental entities.

(a) Vendor Hold with the State of Texas (no URL link available to non-governmental entities).

(b) HHSC Exclusions (no URL link available to non-governmental entities).

(c) Franchise Tax Status (vendor must be listed as "Active" - indicating vendor has a right to transact business in the state of Texas). If exempt, the Texas Comptroller's office should provide vendor with a "no nexus" letter:

<https://mycpa.cpa.state.tx.us/coa/search.do?userType=public>

(d) Debarred Vendor List (vendor must not be listed on this list):

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

(e) System for Award Management (SAM):

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

(f) Office of Inspector General List of Excluded Individuals/Entities (LEIE) - Federal Exclusions:

<https://exclusions.oig.hhs.gov/>

(g) Texas Legislative Prohibitions (Companies that boycott Israel; Designated Foreign Terrorist Organizations; Scrutinized Companies with ties to Iran; Scrutinized Companies with ties to Sudan; and Scrutinized Companies with ties to Foreign Terrorist Organizations):

Note - a vendor passes the Texas Legislative Prohibitions check by NOT being listed on any of the lists on the link below:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

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**11. INSURANCE:**

If applicable, Contractor must have insurance coverage on any vehicles used in the performance of this Contract.

Line Item	Line Item Description	Class	Max Ln Quantity	UoM	Unit Price	Max Line Amount
1	Price per 1 pound of bagged crushed or cubed Ice.	390	1	LB	.13	0
2	Price per 1 pound of Dry Ice. Optional - Leave blank if not bidding dry ice.	390	0	LB	0	0
3	Price per 1 day to rent 1 insulated trailer.	975	1	DAY	200	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:** \_\_\_\_\_

*Joe Woolf CTCO, CTCM*

**Date:** 04/01/2020

**Phone:** 512-406-2517