

## HHSC CONTRACT NO. HHS000717400001

The Texas Health and Human Services Commission (“HHSC”), an administrative agency within the executive branch of the state of Texas, and Beehive Specialty Co. (“Contractor”), having its principal office at 8701 Wall Street, Suite 900, Austin, Texas 78754, (each a “Party” and collectively the “Parties”), enter into the following agreement (“Contract”) for Storage, Materials Fulfillment and Distribution Services.

### I. LEGAL AUTHORITY

This Contract is entered into pursuant to Chapters 2155 and 2156 of the Texas Government Code, Chapter 32 of the Texas Health and Safety Code, Section 17 of the Child Nutrition Act of 1966, and 7 CFR Part 246.

### II. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this Contract and terminates on August 31, 2021, unless sooner terminated as provided in this Contract. HHSC, at its sole discretion, may renew or extend the Contract for up to three (3) additional one-year periods. However, in no event may the Contract term, including all renewals and extensions, extend beyond August 31, 2024.

Notwithstanding the limitation in the preceding sentence, HHSC, at its sole discretion, also may extend the Contract beyond August 31, 2024 as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State. At the sole discretion of the HHSC, any Work Order issued hereunder may survive the expiration or termination of this Contract.

### III. SERVICES

- A. The Statement of Work to which Contractor is bound is incorporated into and made a part of this Contract for all purposes and included as Attachment A. The Solicitation, including all addenda, is incorporated into and made a part of this Contract for all purposes and included as Attachment K.
- B. To the extent there are negotiated terms and conditions as well as accepted exceptions and assumptions to Attachment K (HHSC Request For Proposals No. HHS0007174 and All RFP Addenda), such terms and conditions are addressed in Attachment A (Statement of Work).

### IV. BUDGET

The total amount payable by HHSC during the term of this Contract will not exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). By executing this Contract, Contractor agrees to the contracted rates and budget for the

Contract Term and any extensions exercised. However, at HHSC's sole discretion or by mutual agreement of the Parties as authorized under the Contract, the budget or contract amounts may be amended. All expenditures under the Contract will be in accordance with Attachment H (Price Sheet).

**V. CONTRACT REPRESENTATIVES**

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party.

**HHSC Contract Representative**

Lisa Bell  
Health and Human Services  
Commission  
4616 W. Howard Lane, Bldg 8, Ste 840  
Austin, Texas 78728  
lisa.bell1@hhs.texas.gov

**Contractor Contract Representative**

Vicki Buck  
Beehive Specialty Co.  
8701 Wall Street, Ste 900  
Austin, Texas 78754  
vicki@specialbee.com

**VI. NOTICE REQUIREMENTS**

- A. All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the HHSC's Contract Representative identified above.
- B. Contractor shall send legal notices to HHSC at the address below and provide a copy to the HHSC's Contract Representative:  
  
Health and Human Services Commission  
Attn: Office of Chief Counsel  
4900 N. Lamar Blvd.  
Austin, Texas 78751
- C. Notices given by HHSC to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by the HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, signature required.
- D. Notices given by Contractor to HHSC shall be deemed delivered when received by HHSC.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

## **VII. CONTRACT DOCUMENTS**

The following documents are incorporated by reference and made a part of this Contract for all purposes:

- ATTACHMENT A – STATEMENT OF WORK
- ATTACHMENT B – CONTRACT AFFIRMATIONS
- ATTACHMENT C – UNIFORM TERMS AND CONDITIONS
- ATTACHMENT D – ADDITIONAL PROVISIONS
- ATTACHMENT E – FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT CERTIFICATION
- ATTACHMENT F – FEDERAL ASSURANCES (NON-CONSTRUCTION PROGRAMS)
- ATTACHMENT G – CERTIFICATION REGARDING LOBBYING
- ATTACHMENT H – PRICE SHEET
- ATTACHMENT I – HUB SUBCONTRACTING PLAN
- ATTACHMENT J – INSURANCE COVERAGE
- ATTACHMENT K – HHSC REQUEST FOR PROPOSALS NO. HHS0007174 AND ALL RFP ADDENDA
- ATTACHMENT L – CONTRACTOR'S SOLICITATION RESPONSE

In the event of conflict, ambiguity or inconsistency between or among any contract documents, the following documents, including any amendments thereto, shall control in the specified order of precedence:

1. This four (4) page document
2. ATTACHMENT B – CONTRACT AFFIRMATIONS
3. ATTACHMENT C – UNIFORM TERMS AND CONDITIONS
4. ATTACHMENT D – ADDITIONAL PROVISIONS
5. ATTACHMENT E – FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT CERTIFICATION
6. ATTACHMENT F – FEDERAL ASSURANCES (NON-CONSTRUCTION PROGRAMS)
7. ATTACHMENT G – CERTIFICATION REGARDING LOBBYING
8. ATTACHMENT A – STATEMENT OF WORK, INCLUDING ATTACHED EXHIBITS
9. ATTACHMENT H – PRICE SHEET
10. ATTACHMENT I – HUB SUBCONTRACTING PLAN
11. ATTACHMENT J – INSURANCE COVERAGE
12. ATTACHMENT K – HHSC REQUEST FOR PROPOSALS NO. HHS0007174 AND ALL RFP ADDENDA
13. ATTACHMENT L – CONTRACTOR'S SOLICITATION RESPONSE

## **VIII. SIGNATURE AUTHORITY**

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

**SIGNATURE PAGE FOR HHSC CONTRACT NO. HHS000717400001**

**Texas Health and Human Services**

**Commission**

DocuSigned by:

*Dee Budgewater*

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[Insert Name]

Dee Budgewater

[Insert Title]

Deputy Executive Commissioner

Date of execution: October 27, 2020

**Beehive Specialty Co.**

DocuSigned by:

*Vicki Buck*

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Name: Vicki Buck

Title: President

Date of execution: October 26, 2020