

**HHS Purchasing
Contract Purchase Order**



Contract Begin Date: 09/01/2024	Contract End Date: 08/31/2029	Contract PO Number: HHS001438800001	Status I - A	Entered Data 03/11/2024
Maximum Contract PO Amount: HHS Agencies guarantee no minimum or maximum quantity for Contract Purchase Orders		1784341		
		Contract Manager: Chamorro,Gustavo A		

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.

**1760533392
SUMMUS INDUSTRIES, INC.
77 SUGAR CREEK CENTER BLVD
SUGAR LAND TX
77478-3580**

**Primary Bill To: DEPARTMENT OF STATE HEALTH SERVICES
1100 W 49th St (RBB)
PO Box 149347
Austin TX
78756**

**Primary Ship To: DEPARTMENT OF STATE HEALTH SERVICES
1100 W 49th St (DBGL)
PO Box 149347
Austin TX
78756**

Biomek Disposable Filtered Pipette Tips
IFB No. HHS0014388
NIGP Class/Item No(s): 175-23

Contract Term: Beginning September 1, 2024, and expiring August 31, 2029.

Scope of Work (SOW) and Specifications:

Specifications:

The Texas Department of State Health Services (DSHS) Serological Analysis Laboratory performs screening services for Newborn Screening Program (NBS) with specimen volume of 2,500 per day and 6 days a week. Each day of testing requires approximately 9,600 of disposable pipette tips. DSHS reserves the right to make minor adjustments to the specifications to meet required protocols and satisfy the best interest for the State of Texas.

Goods Estimation Per Year:

- 1) P/N B85888 Biomek i-Series Tips 50µL Sterile Filtered; 960 tips/case; 1,300 cases/year
 - 2) P/N B85911 Biomek i-Series Tips 190µL Sterile Filtered; 960 tips/case; 2,080 cases/year
- No guarantee of volume. Quantities are estimated.

Lab Requirements:

A. Respondents must include the following as part of their bid:

- A1. Respondent must include with their bid: item manufacturer, item part number, item description, unit size, unit cost, and total cost based on estimated annual order quantity of 3,380 tip cases.
- A2. Respondents must be able to demonstrate that their pipette tips are compatible with the Biomek i5 and Biomek 4000 liquid handlers.
- A3. Respondents must be able to provide evidence that pipette tips are capable of rapid aspirating and dispensing of liquid in 96-well or 384-well plates. The range of liquid volume is 2-100µL, with accuracy and precision of 5% or better. Vendor must provide information on the accuracy and coefficient of variation (CV) of the minimum and maximum pipetting volumes.
- A4. Respondents must provide a copy of the manufacturer's product insert and or package insert (instructions), and a sample of the pipette tip(s) as proposed in the Bid.

B. Respondents must be able to meet shipping schedule and quantities as specified in Exhibit D Pricing Sheet.

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C. Pipette tips must meet the following specifications:

C1. Biomek equipment is used in the newborn screening laboratory to test for SCID and SMA. Per Beckman Coulter, only Biomek pipette tips (testing supplies) are validated and approved for use with Biomek equipment. Beckman Coulter will not service the Biomek equipment if other vendor's pipette tips are used, unless otherwise explicitly stated by Beckman Coulter as approved for use. This is because other vendor's pipette tips may not fit correctly on the Biomek equipment which could result in equipment malfunction or underperformance.

C2. Beckman Coulter is the manufacturer of these products. These products have been validated for accuracy and precision and were found to provide the best results for the approved SCID-SMA screening testing protocols. These Beckman Coulter products must be obtained directly from the manufacturer or through an authorized distributor of that product.

C3. Pipette tips must be certified to be free from DNase/RNase, PCR inhibition, pyrogen, endotoxins, and trace-metals and made from polypropylene. Sterile tips are not required but must be tested by the DSHS laboratory prior to use to ensure no assay contamination or interference is present.

C4. If bidding other than specified/approved item, documentation and pipette tip(s) sample(s) must be submitted to DSHS Laboratory prior to IFB due date for evaluation purposes. Late or Non-receipt of the sample(s) may result in disqualification. Samples must be exactly as proposed in the Bid to this solicitation. A sample not conforming to the specifications will be disqualified. Samples will not be returned to the Bidder. Any and all cost associated with the samples will be incurred by the notified Bidder(s).

D. Respondents must be able to provide replacement tips when issues with tip lot quality control are identified. Replacement tips must be received within 2 weeks of communication of the issue by the DSHS Laboratory to the vendor.

E. If necessary, respondents must be able to provide compatible* substitute tips at the same specified schedule when shortages are identified in the supply of proprietary tips requested. Substitute tips must be fully compatible with the Biomek i5 and Biomek 4000 instruments with accuracy and precision parameters as stated above in Section A.3.

E1. All substitution tips must be approved by Beckman Coulter for use on Beckman Coulter Liquid Handler instruments in order to maintain effectiveness of the existing Beckman Coulter instrument service contract.

E2. All substitutions must be approved by the DSHS laboratory before shipment, and sample quantities must be provided to the DSHS laboratory at no cost for testing to ensure specifications are met and accuracy and precision are acceptable.

F. Quantities:

The quantities will be shown in the `Exhibit D Pricing Sheet`, showing the expected Delivery Schedule in one of the Tabs. Vendors submitting bids are attesting to the fact that the delivery schedule can reasonably be adhered to, and if delays are caused due to circumstances beyond the vendor's control, the vendor will notify DSHS in writing of the reason(s) for the delay and the new estimate date of arrival. Extended or repeated delays is grounds for termination of the contract at no cost to DSHS.

Contract Price Increase(s):

The contractor must provide, in writing, to the HHS (Health and Human Services) agency, a request for a price increase. The Contractor must provide documentation to justify the price increase. Failure to provide the required documentation may result in rejection of the price increase request.

The contractor must submit written requests for price increase no later than ninety (90) days before the new fiscal year on September 1 of each year. Contractor must provide supporting documentation to justify any price adjustment. The HHS agency reserves the right to accept or reject the request for a price increase.

The Contractor will receive written notification, through a Purchase Order Change Notice or Contract Amendment, from the HHS Purchaser documenting action taken, to include effective dates, for any adjustments approved.

Invoicing and Payment:**Bill-to Address**

The Contract or Purchase Order will include the appropriate bill-to address for the submission of invoices to any HHS Agency requesting services.

**HHS Purchasing
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Invoices submitted to the HHS Agency must reflect the Contract or PO number and must provide the work completed, in detail, for which payment is due. The detail of the work completed must comply with the Pricing Sheet (see Exhibit D, Pricing Sheet).

Invoices must include reference information that links the goods being invoiced for payment to the individual shipments received by the DSHS laboratory. Examples of reference information include packing slip information such as manufacturer order number, shipment date, scheduled delivery date, packing slip number, and/or supplier or vendor PO number. Invoices must reference at minimum the scheduled delivery dates and any intermediary purchase order numbers if the goods are not shipping directly from the contract awardee.

Payment:

- a) Payment will be made by the HHS Agency in accordance with the pricing provided on Exhibit D - Pricing Sheet. The pricing is considered all-inclusive, and no other pricing may be provided on an invoice.
- b) The HHS Agency must receive products included on an invoice prior to approving the invoice for payment.
- c) Any additional expenses incurred by the Contractor are the responsibility of the Contractor and will not be paid by the HHS Agency.
- d) The HHS Agency will not pay any per diem, travel, hotel, equipment, phone calls, paper, reproduction services, office space, or other incidental expenses related to performing the services required by the Contract.

Invoice Submission:

- a) Contractor must submit invoices on a monthly basis or as otherwise indicated on the purchase order.
- b) Separate invoices must be submitted for each delivery, as applicable.
- c) Failure to submit an accurate and valid invoice with all required information may result in delay of payment.

Disputed Invoice(s):

In accordance with 34 Texas Administrative Code, Rule §20.487(b), the HHS Agency will immediately return disputed invoices to the Contractor but in no event later than the 21st day after the HHS Agency receives the invoice. The HHS Agency reserves the right to dispute any portion of an invoice and will attempt to resolve the dispute with the Contractor in good faith. The HHS Agency shall not be required to pay any disputed portion of an invoice until the dispute is resolved. Notwithstanding any such dispute, the Contractor must continue to perform the services and/or produce deliverables in compliance with the terms of the Contract. Pending resolution of a dispute, the HHS Agency will continue to process payments for undisputed amounts and invoices to the Contractor.

LAB Point of Contact:

Derek Seidel, Ph.D.
SCID-SMA Screening Group Manager
Texas Department of State Health Services
Laboratory Services Section, L-243
P: (512) 776-2418
Derek.Seidel@dshs.texas.gov

Contract Manager:

Librada J Banda, MBA, CTCD & CTCM
Contract Specialist IV, Contract Management Section (CMS)
Department of State Health Services (DSHS)
Tel (512) 776-2228 | fax (512) 776-7112
Email: LibradaJ.Banda@dshs.texas.gov

PCS Purchaser:

Gustavo Chamorro CTCD
Purchaser V
HHSC - Procurement and Contracting Services (PCS)
Tel. 512-406-2630
Email: gustavo.chamorro@hhs.texas.gov

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Contract ID: HHS001438800001

Bill To: 3063

Supplier Loc: *00

Ship To: 1947

Vendor Contact:

Syed Kazmi

Inside Account Manager

Summus Industries

Tel (281) 640-1765, Ext. 122

Email: syed.kazmi@summusindustries.com

Email for Orders: orders@summusindustries.com

Table with 7 columns: Line Item, Line Item Description, Class, Max Ln Quantity, UoM, Unit Price, Max Line Amount. Row 1: P/N B85888 Biomek i-Series Tips 50uL Sterile Filtered; 960 tips/case

Table with 7 columns: Line Item, Line Item Description, Class, Max Ln Quantity, UoM, Unit Price, Max Line Amount. Row 2: P/N B85911 Biomek i-Series Tips 190uL Sterile Filtered; 960 tips/case

Table with 7 columns: Line Item, Line Item Description, Class, Max Ln Quantity, UoM, Unit Price, Max Line Amount. Row 3: Freight Cost Line Cancelled. Product Price includes shipping.

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...

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: Gustavo Chamorro. Digitally signed by Gustavo Chamorro. Date: 2024.03.11 16:18:51 -05'00'

Date: Phone: