



Texas Department of Public Safety Purchase Order

Blanket Order Number

405-16-P006206

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

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Vendor Number: 00019987
RAMS AVIATION COMPANY, INC.

8042 Clark Road
Plantersville, TX 77363

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Texas Department of Public Safety
Aircraft
10335 Golf Course Rd.
Austin, TX 78719
US
Email: eprocurementshipping@dps.texas.gov
Phone: (512) 424-2000

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Texas Department of Public Safety
Finance - Accounts Payable - MSC 0130
PO Box 4087
Austin, TX 78773-0130
US
Email: apinvoices@dps.texas.gov
Phone: (512) 424-2060

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

Solicitation (Bid) No.: 405-16-B001228

Payment Terms: State of Texas Prompt Pay
Shipping Terms: F.O.B., Destination
Delivery Calendar Day(s) A.R.O.: 0

Item # 5
Class-Item 035-40

Chopper Spotter Model MS, per attached Attachment B - Specifications.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 13,915.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 7
Class-Item 035-40

Chopper Spotter Model E, per attached Attachment B - Specifications.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 11,247.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 8
Class-Item 035-40

Chopper Spotter Model 4, per attached Attachment B - Specifications.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 15,582.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 6
Class-Item 905-16

Maintenance and Repairs Labor Hourly Cost plus parts at cost provided with vendor's response (Contractor's cost plus 15%), per Attachment A - Scope of Work.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 65.00	HR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 1

The Texas Department of Public Safety (TXDPS) is awarding this annual Purchase Order based on solicitation 405-16-B001228 and corresponding Rams Aviation Company, Inc. response for the purchase of new Chopper Spotters, maintenance and repairs including required replacement parts that are required for the Chopper Spotters to function according to TXDPS/Aircraft operations requirements.

DOCUMENTS ORDER OF PRECEDENCE

Purchase Order

IFB - Document that includes TXDPS Terms and Conditions Rev. 4/2013, Scope of Work and Specifications

Vendor's response to IFB Package

PROPRIETARY PROCUREMENT

These specifications were advertised under Texas Government Code, Title 10, Subtitle D, Chapter 2155.067. Items shall conform exactly to these specifications. 'Conforming Exactly to these Specifications' includes the brand name(s) make and model number specified.

CONTRACT TERM & RENEWAL OPTIONS

The Contract shall commence upon the issuance of a Purchase Order through 08/31/2016 with three (3) additional options for renewal.

First renewal: 09/01/2016 - 08/31/2017

Second renewal: 09/01/2017 - 08/31/2018

Third renewal: 09/01/2018 - 08/31/2019

NOT-TO-EXCEED

Total Not-to-Exceed amount for this Purchase Order is \$60,000

CHANGE ORDERS

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders will be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by Procurement & Contract Services.

QUANTITY(IES)

Quantity(ies): Quantities are estimated, TXDPS does not guarantee to purchase any minimum quantity. TXDPS reserves the right to increase or decrease the quantity(ies) of the Purchase Order at the same original terms and conditions. The contractor shall be notified in writing by Purchase Order Change Notice (POCN) of any requirements for additional quantity(ies)

WARRANTY REQUIREMENTS

The warranty will cover the completed product and all parts of the product and all materials and parts required to repair any faults and/or defects of design, material and workmanship of the product. The warranty will run for one (1) year from the date the equipment is inspected and accepted by the Customer. The Contractor will provide warranty service free of any charge, including all necessary repairs, any shipping necessary to return the equipment or ship it to a repair site and removing or reinstalling the equipment when necessary. The Contractor will repair any materials and parts that are defective in materials or workmanship. In the event repair is not possible, the Contractor will either replace the equipment with new equipment of similar composition and price or refund the full purchase price of the equipment, whichever the Customer prefers.

Manufacturer's based warranty will apply to any purchase order released under this blanket order.

SHIPPING

Shipping cost for unit Inspections or repairs to and from TXDPS to the vendor and back will be in accordance with the Attachment A - Scope of Work.

Item # 2

SHIPPING, DELIVERY AND PACKAGING

- a) Identification of Shipments and Documentation: In addition to the complete destination address, each delivery must be clearly marked with the purchase order number. Each shipment must be accompanied by a packing slip.
- b) Packaging and Labeling: All items shipped must be properly labeled, with Purchase Order Number, with weather resistant labeling, showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information.
- c) Special Delivery Requirements: Customers may have specific, internal delivery rules and policies. These will be provided on each purchase order issued by the customer. The contractor(s) will be required to adhere to those requirements.

HOURS OF DELIVERY

Delivery shall be made during the hours of 8:00 am to 4:00 pm (Central Time) of the Customer unless prior approval for after-hours delivery has been obtained from the Customer. In the event of any approval by the Customer for after-hours delivery, Respondent may not invoice any additional charges for that delivery. Respondent is encouraged to obtain Customer's hours of operation at time of order.

DELIVERY SCHEDULE

Delivery Days means calendar days, unless otherwise specified. Failure to state delivery time may disqualify Contractor. TXDPS, at its sole option, may choose to negotiate delivery times.

DELIVERY DELAYS

If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the Customer to purchase goods and services of this solicitation elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for Contract cancellation and/or debarment or removal of the Respondent from the State(s) Centralized Master Bidders List (CMBL).

COMPLIANT PRODUCTS

Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the Contractor delivers products or materials in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

Item # 3

BEST VALUE AWARD

Best Value award in accordance with Texas Gov. Code, Title 10, Subtitle D, Chapter 2155, Section 2155.074 Sec. 2155.074. BEST VALUE STANDARD FOR PURCHASE OF GOODS OR SERVICES. (a) For a purchase of goods and services under this chapter, each state agency, including the commission, shall purchase goods and services that provide the best value for the state.

U.S. DEPARTMENT OF HOMELAND SECURITY E-VERIFY SYSTEM

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security E-Verify system to determine the eligibility of

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of TXDPS an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

NEPOTISM

The Contractor represents and warrants that the Department is not prohibited from entering into this contract with the Contractor under Section 2261.252, Tex Government Code, adopted by SB20, 84th Legislature, Regular Session. If the Contractor(s) representation and warranty is incorrect and the Department was prohibited from entering into this contract with the Contractor under those provisions, this contract is void.

Item # 4

Authorized Staff to place orders based on this blanket order:

Angie Wardlow
Tim Ochsner
Billy Nabors

CONTRACT MONITOR

Name: Angie Wardlow
Tel.: 512-936-9550
E-mail: angie.wardlow@dps.texas.gov

VENDOR CONTACT

Name: Jonathin Rankin
Tel.: 936-894-9510
E-mail: info@ramstx.com

CONTRACT ADMINISTRATOR

Name: Tom Gozdalski
Tel.: 512-424-5112
E-mail: tom.gozdalski@dps.texas.gov

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 0.00

APPROVED

By: Tom Gozdalski, CTPM

Phone#: (512) 424-5112

BUYER