



Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P006771

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

V
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Vendor Number: 00012180
3696696696602 | TEXAS CORRECTIONAL
INDUSTRIES
PO BOX 4013
USA
HUNTSVILLE, TX 77342-4013

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Texas Department of Public Safety
8301 Brentwood Stair Rd.
Fort Worth, TX 76120
US
Email: eprocurementshipping@dps.texas.gov
Phone: (512) 424-2000

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.

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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

Solicitation (Bid) No.: _____

Payment Terms: State of Texas Prompt Pay

Shipping Terms: F.O.B., Destination

Delivery Calendar Day(s) A.R.O.: 90

Item # 1
Class-Item 425-94

Additional Panels and Acoustical Tiles for Fort Worth DLC
Fab #1 GS254 OATMEAL Color #1 BL BLACK
CI-CP-2442-TN
FABRIC ACOUSTICAL PNL TN 24X42

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 211.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 422.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
1/16/16-87121-6404-1001- - -1600- - -1600160	\$ 422.00

Item # 2
 Class-Item 931-45

Installation of additional panels and tiles

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 272.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 272.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
2/16/16-87121-6404-1001- - -1600- - -1600160	\$ 272.00

Item # 3

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.

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 hard copy 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.

The Contractor represents and warrants that the Department is not prohibited from entering into this contract with the Contractor under 2261.252, Tex Govt 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.

Installation location requires controlled access. Contractors and sub-contractors will be required to submit to a Criminal History Background Check. Vendors will be required to meet the terms and conditions in section Criminal History Background Checks in the attached Texas Department of Public Safety Standard Terms and Conditions, Rev. 4/13

Certification Concerning Restricted Employment for Former State Officers or Employees under Texas Government Code Section 572.069. The Respondent certifies that it has not employed and will not employ a former TXDPS or state officer who participated in a procurement or contract negotiation for TXDPS involving the Respondent within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

Delivery, receipt, and acceptance of goods / services to include a correct invoice are required before payment is made in accordance with Prompt Pay Act.

TXDPS Standard Terms & Conditions Rev. 4/13 apply to this order.

Texas Department of Criminal Justice made goods, Texas Government Code 2155.065.

The award was made under the Prison Made Goods Act and is noncompetitive.

Managed Contract 425-M1 valid 9/1/1991 through 8/30/2099

Managed Contract 425-M1 Terms & Conditions plus TXDPS Standard Terms & Conditions Rev. 4/13 apply to this order, if TXDPS T&Cs conflict then Contract 200-M1 T&Cs prevail.

Per TCI Quote No.16DPS201

Deliver to:
Texas Department of Public Safety
8301 Brentwood Stair Rd.
Fort Worth, TX 76120

Contract Monitor:
Linda Penick
512-424-5137
linda.penick@dps.texas.gov

Vendor Contact:
Tonya Rodger
936-293-4117
tonya.rodger@tdcj.texas.gov

Contract Administrator:
Pablo Almaraz
512-424-2591
pablo.almaraz@dps.texas.gov

Item # 4

Texas Correctional Industries warrants its products to be free from defects in design, material and workmanship, under normal use and care for a period of (10) ten years of single-service, with the exceptions listed below:

This product warranty does not apply to:

User modifications

Any attachments to product

Customer supplied material

Products not installed or used in accordance with published installation and application guidelines.

Written notice must be received by TCI within 30 days of the appearance of any defect. TCI will, after inspection by its authorized representative, and at its option, either repair or replace any defected items.

THERE ARE NO OTHER WARRANTIES EXCEPT AS EXPRESSLY SET FORTH ABOVE, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL TEXAS CORRECTIONAL INDUSTRIES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 694.00

APPROVED

By: Pablo Almaraz, CTP, CTPM

Phone#: (512) 424-2591

BUYER