



Texas Department of Public Safety Purchase Order

Blanket Order Number

405-16-P006816

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

V E N D O R	Vendor Number: 00028806 Arguindegui Oil Co. II, Ltd 6551 Star Ct Laredo, TX 78041
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S H I P T O	Texas Department of Public Safety Highway Patrol Division 5805 North Lamar Blvd Austin, TX 78752-4431 US Email: eprocurementshipping@dps.texas.gov Phone: (512) 424-2000
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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.

B I L L T O	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
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Solicitation (Bid) No.: 405-16-B001478	Payment Terms: State of Texas Prompt Pay Shipping Terms: Delivery Calendar Day(s) A.R.O.: 0
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Item # 5

As per Texas Administrative Code (TAC) Section 20.41, Delegated Purchases for fuel, oil & grease purchases.

Item # 4
Class-Item 405-15

Premium E10 unleaded fuel with 93 octane rating. OPIS benchmark city for the purchase is: Edinburg, TX [693] with net contract price.

Price breakdown:

OPIS base: variable

State Tax: 0.200

Superfund Fee: 0.0019

Underground Fee (LUST): 0.0010

Freight Charge: 0.1100

Commission: 0.0

Total Price per gallon = OPIS base + 0.3129

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

Item # 1

Documents and instructions for this purchase order include:

1. Purchase Order (PO) No. 405-16-P006816
2. TXDPS Terms and Conditions, rev. 10/2/2014 (copy within Arguindegui bid package attached)
3. Arguindegui Oil Co Quote 3383, Revised Pricing (copy attached)
4. Remit to address as it appears on the PO
5. Invoices must include: business name, remittance address, month of service(s) and PO# 405-16-P006816

Service Period with options to renew:

Contract term will be from initial term of March 9, 2016 through August 31, 2016 with three (3) optional, one (1) year renewal periods as follows:

Renewal Option One: 9/1/2016 through 8/31/2017

Renewal Option Two: 9/1/2017 through 8/31/2018

Renewal Option Three: 9/1/2018 through 8/31/2019

Total blanket PO amount of initial term not to exceed \$200,000.00.

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

Contract Monitor:

Katelyn Buckley, 512-424-2723, Katelyn.Buckley@dps.texas.gov

Vendor Contact:

Beto Lopez, 956-286-0470, Beto.Lopez@argpetro.com

Contract Administrator:

Maria R. Gutierrez, 512-424-2964, Maria.Gutierrez@dps.texas.gov

Item # 2

Fuel delivery must be completed within 24 hours of order.

The invoice must include the Invoice Date, quantity delivered, delivery date, the vendor unit price and a copy of the OPIS net contract pricing report for the date of delivery.

Item # 3

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing quantities, for any potential discovered work during performance of this job 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 and Contract Services.

The Contractor represents and warrants that the Department is not prohibited from entering into this contract with the Contractor under Section 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.

Pursuant to Government Code 2261.252 the Department may not enter into a contract for the purchase of goods or services with a private vendor if members of the Public Safety Commission or certain positions within the agency including the Executive Director, the General Counsel or the Procurement Director or their covered family members have a financial interest in the vendor. Any contract found to violate Government Code 2261.252 is void.

Certification Concerning Restricted Employment for Former State Officers or Employees under Texas Government Code 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.

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.

Only Texas DPS Terms & Conditions Rev. 10/2/2014 apply to this order.

Service Term: 03/09/16 - 08/31/16

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

APPROVED

By: Maria Gutierrez, CTPM

Phone#: (512) 424-2964

BUYER