



# Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P007830

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

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Vendor Number: 00029969  
DATA WEIGHING SYSTEMS INC

2100 LANDMEIER RD  
ELK GROVE VILLAGE, IL 60007-2507

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Texas Department of Public Safety  
Breath & Alcohol Lab Bldg I  
5806 Guadalupe  
Austin, TX 78752-4431  
US  
Email: eprocurementshipping@dps.texas.gov  
Phone: (512) 424-5203

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.: 0

Item # 1  
Class-Item 938-59

Repairs to FX200i analytical balance - showing 'E' on the display.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 540.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 30.00	\$ 570.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
1/16/16-78911-6439-1001- - -1100- - -	\$ 570.00

## Item # 2

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing 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 and Contract Services.

## Order of Precedence:

1. TXDPS Purchase Order with TXDPS Terms and Conditions (rev 10/02/14) incorporated
2. Data Weighing Systems Quote as submitted to TXDPS

## Vendor Instructions:

1. Data Weighing Systems to reference Purchase Order (PO) Number 405-16-P007830 on all documentation
2. Data Weighing Systems Invoices must include: Business name, remittance address, month of goods delivered or services provided and PO number 405-16-P007830

Only TXDPS Terms and Conditions are applicable to this purchase order. In the case of any conflict between TXDPS Terms and Conditions and vendor quote the TXDPS Terms and conditions prevail.

Service Period: May 13, 2016 through August 19, 2016

Repairs to FX200i Analytical Balance

Vendor Contact: Julie Ake  
Phone: 847-437-8106  
Email: jake@dataweigh.com

TXDPS Contract  
Monitor: Paul Calderon  
Phone: 512-424-5203  
Email: paul.calderon@dps.texas.gov

TXDPS Purchaser/Contract Administrator:  
Tim Laws CTPM  
Phone: 512-424-5269  
Email: timothy.laws@dps.texas.gov

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.

Item # 3

Texas law does not require workers compensation insurance and there are other options for businesses to demonstrate responsibility in protecting the bidders covered workers from work related injuries or illnesses. Bidders should include a statement of the specific methods it uses to so protect its covered workers. <http://www.tdi.texas.gov/consumer/wc.html>.

Respondent certifies that it has not employed and will not employ a former Texas Department of Public Safety (TXDPS) or state officer who participated in a procurement or contract negotiation for TXDPS involving Respondent within two years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees who state service or employment ceased on or after September 1, 2015. Any contract found to violate Government Code 572.069 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.

Pursuant to Government Code 2252.908 the Department may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the Department at the time the business entity submits the signed contract to the Department. The Texas Ethics Commission has adopted rules and procedures under these provisions:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Any contract found to violate Government Code 2252.908 is void.

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.

TAX:	\$ 0.00
FREIGHT:	\$ 30.00
TOTAL:	\$ 570.00

APPROVED

By: Tim Laws, CTPM

Phone#: (512) 424-5269

BUYER