Texas Department of Public Safety

Purchase Order

P.O. Date: 9/22/2015

Purchase Order Number

405-16-P004982

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

VENDOR

Vendor Number: 00010982
1454044920500 | GRINNING BULL, LLC DBA

ORKIN PEST CONTROL
609 S GRAHAM ST
USA
STEPHENVILLE, TX 76401-4429

SHIP TO

Texas Department of Public Safety
142 Elm
Graham, TX 76450
US
Email: eprocurementshipping@dps.texas.gov
Phone: (512) 424-2000

BILL TO

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.

Payment Terms: State of Texas Prompt Pay

Shipping Terms:

Delivery Calendar Day(s) A.R.O.: 0

Solicitation (Bid) No.: 405-16-B001034

Item # 4
Class-Item 910-59

Graham - Provide Insect/Pest Control Services to Interior Perimeter 6 times per year during the months of October, December, March, April, June and August. Services shall be provided between the 1st and 14th day of each month during operational hours. Driver License Buildings with High Traffic may need to be sprayed before 8:00am or after 5:00pm for the period of 10/1/15 to 8/31/16.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
6.00	$ 50.00	EA	0.00 %	$ 0.00		$ 0.00	$ 0.00	$ 300.00

LN/FY/Account Code	Dollar Amount
4/16/16-29011-6281-1001- - -1300- - -	$ 300.00

Item # 5
Class-Item 910-59

Graham - Provide Insect/Pest Control Services to Exterior Perimeter 2 times per year during the months of September and April. Services shall be provided between the 1st and 14th day of each month during operational hours for the period of 10/1/15 to 8/31/16.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	$ 75.00	EA	0.00 %	$ 0.00		$ 0.00	$ 0.00	$ 150.00

LN/FY/Account Code	Dollar Amount
5/16/16-29011-6281-1001- - -1300- - -	$ 150.00

Item # 1

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 and Contract Services.

This purchase order may be cancelled by TXDPS with a thirty (30) day written notice.

All work shall be satisfactorily performed with the wishes and desires of TXDPS; Standard of Performance shall be mutually agreed upon between the contractor and the TXDPS contact person. Failure to perform said duties or comply with any other required provision of this contract shall be grounds for immediate termination of this contract without notice.

Initial Term: 10/1/2015 through 8/31/2016

Documents and instructions for this Purchase Order include:
1. Invitation for Bid (IFB) Package - Bid Number 405-15-B001034 dated 8/28/2015
2. TXDPS Terms and Conditions incorporated in the IFB Package (copy attached)
3. Specifications incorporated in the IFB Package (copy attached)
4. Grinning Bull, LLC dba Orkin bid response as submitted to TXDPS.
5. Grinning Bull, LLC dba Orkin to reference PO Number 405-15-P004982 on all documentation.
6. Invoices must include: Business name, remittance address, month of services and PO 405-15-P004982.

No work will be performed until TXDPS has received Pest Control License.

Initial period to be eleven (11) months with the option to renew for three (3) additional twelve (12) month periods with the same terms and conditions.

Initial Term: 10/1/2015 through 8/31/2016
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

Grinning Bull, LLC dba Orkin to provide as needed additional service calls, all-inclusive including drive time cost per trip to provide additional Interior and/or Exterior Perimeter Insect/Pest Control services at $50.00.

Pest Control License Number Issued by Texas Department of Agriculture
TDA TPCL No.: 0614124
SPCB TPCL: NA

Vendor Contact: Lisa Willett Walker
Phone: 254-956-0775
Email: orkinville@embarqmail.com

TXDPS Contact: Brenda Romero
Phone: 806-740-8960
Email: Brenda.romero@dps.texas.gov

TXDPS Purchaser: Lynni Ward
Phone: 512-424-5541
Email: lynni.ward@dps.texas.gov

Item # 2

Notice Under Government Code 2261.252
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.

"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."

Immigration:
The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

Item # 3

Order of Precedence:
In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority. This Agreement is composed of the following documents:
1. Purchase Order/Contract, including all attachments
2. TXDPS Standard Terms and Conditions Revised 10-2-14
3. IFB including all Amendments
4. Vendor's Bid Response

Background Check:
Work on this project is being performed in secure State of Texas facilities. All contract work crews are subject to Background checks prior to allowing access to these facilities. This includes all workers associated with the project or their respective sub-contractors.

Documents will be provided to the primary contractor for distribution to their affected personnel or subcontractors (post bid and prior to commencement of the work). Personnel information must be provided upon request from each person working on this site. Fingerprinting may be included as part of that background check and a location shall be identified to the contractor for compliance. Incomplete forms will be returned and only approved personnel shall be allowed on the site.

Contractor, to include all staff working on awarded project shall have thirty (30) calendar days from the date of award to get fingerprints taken, paperwork submitted and personnel approved. In case of background check failure of personnel, contractor shall have five (5) working days from announcement of failure to re-submit completed fingerprint and forms to the Project Manager for replacement personnel. If all background checks have not been completed in the thirty (30) calendar days, purchase order will be cancelled and will be awarded to next qualified bidder listed on the bid tabulation. The above procedures and stipulations will apply to any subsequent bidders that are awarded the project. TXDPS is a Police organization and will make every effort to enforce applicable State of Texas, Federal and International laws. Persons with outstanding warrants shall be subject to immediate arrest. Persons with criminal histories may not be allowed unescorted in secure TXDPS facilities. Nondisclosure statements may also be required when working on or within certain TXDPS locations.

Service Call Response Time:
Response time will vary dependent upon the complexity and/or location of the service. After receiving a call for service, the Vendor shall have a technician on-site within the specified time requirements for the following types of service calls:
1. Service call during regular work hours (8:00 a.m. to 5:00 p.m.): Within 3 hours of notification.
2. Service calls outside regular hours: Within 3 hours of notification.

Corrective Action Plan:
If TXDPS discovers issues of unsatisfactory performance as set forth in this IFB, TXDPS shall request a Corrective Action Plan from the Contractor. Upon request from the TXDPS Project Manager or his/her designated representative, the Contractor shall deliver a Corrective Action Plan within ten (10) business days and it must be approved by the TXDPS Contract Administrator. The Corrective Action Plan must address and correct all unsatisfactory performance within thirty (30) days of the implementation. Failure to correct the unsatisfactory performance within the allotted time shall be grounds for termination.

TAX:	$ 0.00
FREIGHT:	$ 0.00
TOTAL:	$ 450.00

APPROVED

By: Lynni Ward, CTPM

Phone#: (512) 424-5541

BUYER