



# Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P005343

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

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Vendor Number: 00015874  
1611539012800 | RINCON AIR & HEAT COMPANY,  
LLC  
P.O. BOX 35290  
USA  
HOUSTON, TX 77235-3626

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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.

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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 031-06

Procure, demolish/ dispose of and replace a 10 Ton rooftop Cooling unit for the Galveston TXDPS Area office building located at 6802 Broadway, Galveston, Texas 77554.  
\*\*Optional: 14" tall roof curb adapter if needed

10TON, Johnson Controls Series 10 single packaged R-410A Air Conditioner unit; Tag #RTU-1 Model #J10ZFC00A2WZZ7

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 15,888.00	JOB	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 15,888.00

LN/FY/Account Code 1/16/16-26021-6247-1001- - -1300- - -	Dollar Amount \$ 15,888.00
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## Item # 2

Remove compressor from defective unit prior to disposal and load compressor onto TXDPS vehicle located onsite.  
(No Charge for this service)

## 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.

**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.

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 26. Criminal History Background Checks in the attached Texas Department of Public Safety Standard Terms and Conditions, dated 10/2/2014.

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

Item # 4

Service Term: Upon award through January 18, 2016.

The following documents are incorporated by reference into this PO. In case of conflicting provisions, the documents shall control in the following order of precedence to resolve the conflict:

1. TXDPS issued Purchase Order (PO) 405-16-P005343 and any subsequent Purchase Order Change Notices (POCN)
2. TXDPS Terms and Conditions dated 10/02/2014 (copy attached)
3. TXDPS Email solicitation with Specifications, dated 10/09/2015 (copy attached)
4. RINCON AIR & HEAT COMPANY dated 10/22/2015 (copy attached)
5. RINCON AIR & HEAT COMPANY to reference 405-16-P005343 on all documentation
6. Invoices must include: Business name, remittance address, month of services and 405-16-P005343

RINCON AIR & HEAT COMPANY shall coordinate project with Contract Monitor to commence job.

Contract Monitor:  
Steve Haney, 512-424-5281, steve.haney@dps.texas.gov

Vendor Contact:  
Joseph Rincon III, 713-721-4012, j.rincon@rinconair.com

Contract Administrator:  
Maria R. Gutierrez, 512-424-2964, maria.gutierrez@dps.texas.gov

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 15,888.00

APPROVED

By: Maria Gutierrez, CTPM

Phone#: (512) 424-2964

BUYER