



Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P009559

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

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Vendor Number: 00023439
McCreery Aviation

PO BOX 1659
McAllen, TX 78505-1659

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Texas Department of Public Safety
Aircraft
10335 Golf Course Rd.
Austin, TX 78719
US
Email: eprocurementshipping@dps.texas.gov
(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
(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
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Item # 1
Class-Item 905-16

Maintenance, parts and labor for TXDPS Owned Aircraft - Cessna 206, Cessna 208 and Pilatus PC-12

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 2,500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 2,500.00

Item # 2

Change Order:

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.

E-Verify:

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.

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 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.

Period of Performance: 08/09/2016 through 08/31/2016

Maintenance, parts, and labor not to exceed \$2,500.00 without the written authorization of a TXDPS Purchase Order Change Notice (POCN).

Both Managed Contract 905-M2 and TXDPS Standard Terms & Conditions Rev. 4/16 apply to this order. When in conflict, Managed Contract 905-M2 Terms and Conditions prevail.

Contract Monitor/Delivery contact:

Name: Angie Wardlow
Tel: 512-936-9550
E-mail: Angie.Wardlow@dps.texas.gov

Vendor Contact:

Name: Robert McCreery
Tel: (956)686-1774
Email: Ebatten@mccreeryaviation.com

Contract Administrator:

Name: Bryan Williams
Tel: 512-424-5422
E-mail: Bryan.williams@dps.texas.gov

Item # 3

Parts/Materials/Equipment:

1. All parts and equipment shall comply with FAA regulations and shall meet or exceed the original equipment manufacturers specifications.
2. The customer will consider the use of refurbished or overhauled replacement parts when it is in the best interest of the state of Texas and flight safety is not compromised.
3. Refurbished or overhauled parts must meet the original equipment manufacturers specifications and be approved by the FAA.
4. The use of refurbished or overhauled material or parts shall be allowed only with express written approval from the customer's Chief Pilot or his authorized representative.

Insurance Requirements:

The contractor will, within five (5) business days of Notice of Award, provide CPA and the customer/agency with current certificates of insurance or other proof acceptable to CPA and the customer/agency. The contractor will maintain the required insurance during the initial term and any renewal period exercised. All insurance shall be carried by a provider rated A- or better by AM Best, and all coverage shall include waiver of subrogation and add the State of Texas as an additional insured. The contractor's insurance disclosure must include amounts of coverage, carrier(s), and any restrictions or limitations on coverage. The minimum required amounts: General Liability: \$1,000,000 Combined Single Occurrence Limits (Bodily Injury/Property Damage Aggregate) Automobile Liability: \$1,000,000 Combined Single Limits (Bodily Injury/Property Damage) Worker's Compensation : Statutory covering all contractor personnel who will provide services under the contract, Professional Liability: \$5,000,000 (Professional Liability covers professional errors and omissions or lack of ordinary skill for the work or professional services required by the contract - Errors and Omissions) CPA and the customer must be provided a 30-day notice of cancellation or material change to the policy coverage and limits.

Warranty/Guarantee

The products proposed are to be warranted against defects in workmanship and material. The warranty/guarantee will run for entire life of the Contract from the date the product is inspected and accepted by the Customer. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten working days after receipt.

Replacement

- 1) Contractor must guarantee replacement of improperly manufactured products due to defective materials or product during the initial Contract period and any exercised renewal options.
- 2) The replacements must be processed and received by the Customer within two weeks of written notification.
- 3) Contractor will provide replacement free of any charge, including any shipping necessary to return the product when necessary.
- 4) Contractor will either replace the product with new product or refund the full purchase price of the product, whichever the Customer prefers.

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 2,500.00

APPROVED

By: Bryan Williams, CTPM

Phone#: (512) 424-5422

BUYER