



Texas Juvenile Justice Dept
Business Unit # 64400
Purchase Order # 16-0007194

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **NA** PCC: **Q** Date: **05/16/16** PO Method: **SV** Dispatch: **Dispatch Via Print** Rev Dt:

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: COMMUNICON LTD
 DBA COMMUNICATION CONCEPTS
 4216 HAHN BLVD
 FORT WORTH TX 76117-1711
 United States

Ship To: 24.GNS - Gainesville Delivery Locati
 1379 FM 678
 Gainesville TX 76240
 United States

Vendor ID: 1752518845 8

Bill To: Gainesville State School
 1379 FM 678
 Gainesville TX 76240
 United States

Purchaser: Schmaltz, Jackie M
Phone: 940/665-0701
Email: jackie.schmaltz@tjjd.Texas.gov

Fax:
Email: Accounting

PO Information:

Intercom system - Install new intercom system because old system has bad wiring and there is a safety issue with some classes that cannot call office or we contact them. Company will install the system starting July 15th and finish by July 31st

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Install new intercom system	939/06	1.0000	EA	\$19,530.00	\$19,530.00	07/15/2016
						Schedule Total	<input type="text" value="\$19,530.00"/>
				<u>ReqID:</u>			
				REQ0020015			
						Item Total for Line # 1	<input type="text" value="\$19,530.00"/>
						Total PO Amount	<input type="text" value="\$19,530.00"/>

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Authorized Signature

Jackie Schmaltz, CTP

05/16/2016



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Business Unit # 64400
Purchase Order # 16-0007194**

Purchase Order Terms and Conditions

Any vendor furnished terms and conditions attached to a bid, quote, or purchase order will not be considered, unless specifically referred to in the purchaser order (PO). Vendor supplied terms and conditions may result in disqualification of their bid and rescinding of purchase order. These terms and conditions which become a part of any purchase order issued by TJJD will supersede a vendors terms and conditions unless otherwise mutually agreed to in writing and referred to in the purchase order.

Vendor Affirmation Providing a false statement is a material breach of PO terms and shall void the submitted bid or any resulting contract or PO. In such case a Vendor shall be removed from all bid lists. By accepting this PO, the Vendor hereby certifies that:

The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Pursuant to Section 2155.004, Government Code, the vendor has not received compensation for participation in the preparation of the specifications for this purchase.

Pursuant to Section 231.006 (d), Family Code, re: child support, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified payment and acknowledges that this contract or PO may be terminated and payment may be withheld if this certification is inaccurate.

Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICIERS, AND EMPLOYEES, AND TJJD, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THIS PO. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TJJD.

Vendor agrees that any payments due under this PO will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Vendor certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, vendor will complete the following information in order for the bid to be evaluated:

Name of Former Executive Name of State Agency

Date of Separation from State Agency Position with Vendor

Date of Employment with Vendor

Vendor agrees to comply with Texas Government Code 2252.901. If the Vendor and/or any of its employees have been employed by TJJD within the last 12 months, fill in the following information and return to the purchaser immediately. Failure to disclose this information may result in the termination of this PO:

Name of Former Employee Date of separation from TJJD Date of employment with Proposed Vendor Position with Proposed Vendor

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the vendor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the vendor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information that state auditor considers relevant to the investigation or audit. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

Purchase Order Number: Vendor Name:

Order Date:

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

Vendor certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal governments terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov/>

Vendor agrees to comply with Texas Government Code 2155.4441 relating to use of service contracts for products produced in the State of Texas.

Vendor certifies that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

Funding Out Clause: Any PO issued by TJJD is contingent upon the continued availability of lawful appropriations of funds by the Texas Legislature.

Addition/Deletion: Amendments may be made for additions and/or deletions of goods or services under the same terms and conditions of this order.

Authorized Relief from Performance (Force Majeure): The agency may grant relief from performance of the PO if the vendor is prevented from compliance and performance

Authorized Signature

Jackie Schmalz, CTP

05/16/2016



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Business Unit # 64400
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by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the vendor. The burden of proof for the need of such relief shall rest upon the vendor. To obtain release based on Force Majeure, the vendor must file a written request with the ordering agency.

Dispute Resolution: The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, by the Texas Juvenile Justice Department and the vendor to attempt to resolve any claim for breach of contract made by the vendor. The submission, processing and resolution of the vendors claim is governed by the published rules adopted by the Texas Juvenile Justice Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Delivery:

Vendor shall show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates vendor to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded or PO terminated.

If delay is foreseen, vendor shall give written notice to the appropriate ordering entity. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the TJJD to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

No substitutions permitted without written approval of TJJD.

Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the agency purchase order number as shown on the order. Each shipment must be accompanied by a packing slip referencing this information.

Inspection and Tests: All goods are subject to inspection and test by the Agency. Authorized TJJD personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Upon request, tests shall be performed on samples submitted or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods, which have been delivered and rejected in whole or in part, may be, at the States option, returned to the vendor at vendors risk and expense or disposed of in accordance with TBPC rules or State statutes. Latent defects may result in revocation of acceptance of any product.

Acceptance: Inspections shall occur when the merchandise is being unpacked, uncrated, etc. The merchandise shall be checked against the purchase order for damages, shortages and compliance with the orders specifications. The agency shall inspect all shipments received against purchase order and report any discrepancies (allowance for concealed damages) to the vendor no later than 15 days from initial delivery. All deliveries shall be subject to further inspection prior to acceptance (e.g., concealed damages, shortages, etc.). A vendor may be required to pick up any merchandise not conforming to specifications and replace the merchandise immediately.

Damage Assessment: If a vendor is in default on an order, the State reserves the right to purchase the item(s) in default and charge the increase in price, if any, and cost of handling to the vendor.

Purchase Order Number: Vendor Name:

Order Date:

Acceptance of a PO: By accepting this PO, vendors accepts the terms, conditions and specifications contained herein. Acceptance is defined as vendor performing any work or services related to this purchase. The PO shall be governed, construed and interpreted under the laws of the State of Texas. Any legal actions must be filed in Travis County, Texas. Factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007 and 2157.003 shall also be considered in awarding a PO.

Damages for Failure to Perform: A vendor who fails to perform as required under a PO shall be liable for actual damages and costs incurred by the agency and/or the State of Texas. If merchandise delivered under a PO has been used or consumed by the agency and on testing is found not to comply with specifications, no payment may be approved for such merchandise until the amount of actual damages incurred has been determined. A vendor who fails to pay such damages assessed by the agency/state may not be awarded additional POs until such damages have been paid or the matter has been otherwise resolved.

Payment: Invoices must be submitted to the receiving entity and must indicate the vendors Texas Payee Identification Number. Invoice must show the receiving entities name, must correspond with the item(s) as numbered on the purchase order, shipment date of merchandise and applicable purchase order number and date of purchase order. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payments for merchandise purchased with state appropriated funds will be made through state warrants issued by the Comptroller of Public Accounts. Discount(s), if applicable, must be stated.

Prompt Payment: Terms of payment shall be in accordance with Chapter 2251 Texas Government Code.

Patents or Copyrights: The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

Vendor Assignments: Without the prior written consent of TJJD, Vendor may not assign this PO, in whole or in part, and may not assign any right or duty required under it.

Anti-Trust: Vendor represents and warrants that neither Vendor nor any firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this PO.

Termination: TJJD may terminate for convenience its obligations under this PO by giving thirty (30) days notice. TJJD may be responsible for the cost associated with a termination for convenience. TJJD may terminate its obligations under this PO immediately in the event conditions exist that threatens the health, safety or welfare of TJJD youth or in the event of breach of by vendor. TJJD may terminate its obligations under this PO for failing to complete any corrective actions specified, provided no extenuating circumstances exist. TJJD may terminate its obligations under this PO if vendor is non-compliant with any area of the terms and conditions; or is below standards in overall performance of the work required by this PO. TJJD shall terminate this PO in the event that TJJD is not granted funding to pay for the herein described products or services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

Severability: If any part of this PO is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application and to that end the provisions of this PO are declared to be severable.

Payments Owed State: In accordance with Tex. Government Code Ann. 403.055(h) any payments owed to the vendor under this PO will be applied toward elimination of the vendors indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full. Vendor agrees that any payments due under this PO will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Subcontracting Program (HUBs) Good Faith Effort: State agencies are required to make a good faith effort to assist Historically Underutilized Businesses (HUBs) in receiving contract awards issued by the state, see Tex. Govt Code Ann. Title 10, Subtitle D, Chapter 2161. The goal of the program is to promote fair and competitive business opportunities for all businesses contracting with the State of Texas. In the event this PO exceeds \$100,000.00, vendor will be required to submit a HUB

Authorized Signature

Jackie Schmalz, CTP

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Subcontracting Plan (HSP) demonstrating its Good Faith Effort (GFE) in providing opportunities to HUBs. Failure to do so may result in the immediate termination of this PO.

Recycled/Remanufactured/Environmentally Sensitive Products: Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. Post-consumer means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of environmentally sensitive. Material Safety Data Sheets: A vendor must provide, at no cost, at least one copy of any applicable Manufacturers Material Safety Data Sheets (MSDS). If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

Purchase Order Number: Vendor Name:
Order Date:

Advanced Technology Clause 22 TexReg 10551: The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included with the technology or because it is readily adaptable by use with other technology, of:

providing equivalent access for effective use by both visual and nonvisual means;
presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and
being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

Public Information Act: Information, documentation and other material in connection with the solicitation or any resulting PO may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the Public Information Act).

Condition of Products: All items supplied shall be new and unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified and approved by TJJD.

Warranty: Manufacturers standard warranty shall apply unless otherwise stated.

Freight Charges F.O.B. Point: All purchases shall be F.O.B. destination, transportation prepaid and allowed, i.e., included in the price bid, (sidewalk or store door delivery) unless special PO instructions direct or permit otherwise.

Prices: Prices must be firm for acceptance for 60 days from bid opening date unless otherwise specified.

Audits: Vendor understands that it and its subcontractors by accepting funds directly or indirectly under this PO are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations pursuant to Chapter 2262 of the Texas Government Code. Vendor shall include a clause in its subcontracts providing that its subcontractors are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations. Under the direction of the legislative audit committee, a Vendor that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Failure to cooperate with or provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit may subject Vendor to criminal penalties.

Vendor Performance: In compliance with the provisions of the Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and the Texas Administrative Code, Title 1, Chapter 113.6, information obtained from CPA's Vendor Performance Tracking System (http://www.window.state.tx.us/procurement/prog/vendor_performance/) may be used in evaluating bids or proposals for goods and/or services to determine the best value for the state.

Criminal Background Checks: Vendor shall provide all required information and assistance for TJJD to conduct criminal background checks on all persons that TJJD determines is required to be background checked and fingerprinted. This may include any staff required to enter a TYC facility where youth reside or who have access to TJJD youth or TJJD youth information under this Agreement. All criminal background checks will be performed at TJJDs expense. Vendor shall notify TJJDs Director of Human Resources of any employee, agent, consultant, subcontractor (including any subcontractor employee) that is arrested, indicted or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations or is fired during the term of this agreement.

All criminal background checks will be conducted in accordance with TJJD policies and procedures. TJJDs designated contact for criminal background checks is the Director of Human Resources at (512) 424-6000. TJJD has sole discretion to decide which persons working under this Agreement are required to submit to a criminal background check and which persons shall be excluded from TJJD facilities or other work under this Agreement or subject to other security restrictions.

Certification Regarding Disaster Relief: Under Sections 2155.006 and 2261.053, Government Code, the vendor certifies that the individual or business entity named in this bid or PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

Authorized Signature

Jackie Schmalz, CTP

05/16/2016



**Texas Juvenile Justice Dept
Requisition**

Page: 1 of 1
Run Date: 5/16/2016
Run Time: 02:48:05 PM
Report ID: TXCPO002X

Business Unit 64400 **Origin** 24E **Requestor** Brenda Fowler **BCM Status** Valid

Requisition ID REQ0020015 **Status** Approved **Requestor Phone** 940/665-0701 **Req Approval Date** 05/16/2016

Requisition Date 05/13/2016 **Description** Intercom system

HEADER COMMENTS:
See attachment for quote.

Intercom system - Install new intercom system because old system has bad wiring and there is a safety issue with some classes that cannot call office or we contact them. Company will install the system starting July 15th and finish by July 31st

7194

Line	Description	UOM	Qty	Price	Amount	Line Status
1	Install new intercom system	EA	1	19,530.00	19,530.00	Approved

Vendor ID	Vendor Loc	Vendor Name	Class	Item	Buyer
1752518845	*00	COMMUNICATION CONCEPTS	939	06	Jackie Schmaltz

Schedule 1 Schedule Amount 19,530.00

Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Agy CF1	Agy CF2	Amount	Location
1	726600	0001	BA030	214	25000	2016	GNS		19,530.00	GNS-Maintenance

Line Nbr	Comments
1	

Total Requisition: \$19,530.00



Thank you for your consideration and the opportunity to bid on this project. If you have any questions, please feel free to call me at 817-920-9902.

Best Regards,

Kristin Boyd

Kristin Boyd

Senior Account Manager

4216 Hahn Boulevard | Fort Worth, Texas 76117 | www.coconcepts.com
817-920-9902, Ext 123 | Cell 817-675-7159 | kboyd@coconcepots.com

Service and Solutions that make you... SAFE. SECURE. SUCCESSFUL.



COMMUNICATION CONCEPTS

Vikki Reasor
Principal
Lone Star High School
Texas Juvenile Justice Department – North Campus
1379 FM 678
Gainesville, Texas 76240

March 24, 2016
5 Page(s)

Re: Replacement of Dukane StarCall Emergency Communication System

Dear Ms. Reasor,

On behalf of Communication Concepts, I would like to thank you for allowing us the opportunity to present this proposal for the Dukane StarCall Communication System. We appreciate you allowing us to serve you in this manner.

We have taken the time to clarify each work segment for what we understand and interpret to be your expectations, the capabilities of the solutions we are proposing, as well as what is required to implement this project in a professional manner. We place tremendous importance on defining a complete and clearly defined scope of work, as this empowers our Operations Team to meet, and hopefully exceed, your expectations.

Furthermore, the team players at Communication Concepts understand how very important it is for your staff to thoroughly understand how to most efficiently use any equipment or software. We also understand that you may have employees move from spot to spot. That is why Communication Concepts offers the following "Promise of Support" to its customers:

"We pledge to provide virtually unlimited ongoing end-user training for any system that we provide, install and service, for the life of that system, at no additional charge."

Therefore, we respectfully submit this proposal and look forward to the prospect of working with you on this project.

INCLUDED SYSTEMS

- 1) Dukane StarCall Emergency Communication System

Service and Solutions that make you... SAFE...SECURE...SUCCESSFUL!



4216 Hahn Boulevard, Fort Worth, Texas 76117
817/920-9902, FAX 817/920-9956
www.coconcepts.com

COMMUNICATION CONCEPTS

SCOPE OF WORK

The existing Dukane StarCall system currently installed at Lone Star High School is partially functioning. A recent service call by our Communication Concepts Technician, Daniel Wood, has identified several issues with the system including, but not limited to, audio malfunctions and random auto call backs when the 'all call' feature is used. It has been determined that incorrect cable was originally installed that most likely is contributing to these ongoing issues. Ms. Fowler has advised Communication Concept, that another institution has closed down and has given Lone Star High School a brand new in the box Dukane StarCall system. It has been requested that the existing Dukane StarCall system be removed and this new system be installed along with new cable to correct the ongoing problems. An inventory of the new Dukane StarCall equipment shows nearly all of the equipment is available for a complete replacement of the existing system. Any additional equipment necessary will be included to provide a complete working system.

- 1) ***Communication Concepts is a Factory Authorized Distributor for Dukane StarCall Emergency Communication Systems.***
- 2) **Existing Equipment**
 - **Head End Equipment**
 - i) Remove the existing CP700 Atlas Sound Commercial Power Amplifier and return back to owner.
 - ii) Remove the existing 110-3542 Power Supply Module along with all internal Cards and Modules and return back to owner.
 - iii) Reuse existing cabinet and rack mount shelving unit.
 - iv) Cover plates, patching and/or painting is not included in this proposal, but can be added if desired and if necessary.
 - **Administrative Materials**
 - i) Remove existing Administrative Telephone
 - **Field Devices**
 - ii) Remove existing readily accessible and identifiable speaker and call button cable.
 - iii) Remove existing speakers and call buttons and return to owner.
 - iv) Cover plates, patching and/or painting is not included in this proposal, but can be added if desired.
- 3) **New Head End Equipment**
 - i) Install new owner provided rack-mounted Dukane StarCall CP700 Commercial Power Amplifier
 - ii) Install new owner provided Dukane StarCall Intercom AMP Module
 - iii) Install new owner provided Power Panel
 - iv) Install new owner provided Dukane StarCall Audio Switching Card Expander
 - v) Install new owner provided Dukane StarCall Central Processing Card
 - vi) Install new owner provided Dukane StarCall Audio Routing Card

COMMUNICATION CONCEPTS

- vii) Install new owner provided Dukane StarCall Ringer Supply Module
- viii) Install new owner provided Lowell 19" Rack Mount AC Panel with lamp
- ix) Install new owner provided Dukane StarCall Primary Rack Shelving
- x) Includes configuration for 48-speaker station ports

4) New Administrative Materials

- Install new owner provided Administrative Telephone to be located at the front receptionist area.
 - i) Includes:
 - (a) All Call Paging
 - (b) Zone Paging
 - (c) Two-way intercom calls to classroom through the ceiling speaker
- Install new owner provided "ALL CALL PAGE" Desktop Push to Talk Microphone w/ Stainless Steel Wall Plate and XLR-F-5-Pin Receptacle
- Provide and install new 1/8" Mini receptacle with on/off switch for Auxiliary Program Inputs for iPhones, iPads, Android and other similar music devices
- Provide and install new "MANUAL TONE SWITCH PLATE", 3-gang stainless steel engraved wall mount plate, configured for the following tones:
 - i) Manual Bell Tone Switch
 - ii) Emergency Signal Switch
 - iii) Tornado Signal Switch
 - iv) All Clear Signal Switch

5) New Field Devices

- Install new owner provided 1'x2' dual 8" lay in style speakers for 1st floor classrooms – Qty. 11
- Install new owner provided 1'x2' dual 8" lay in style speakers for 1st & 2nd floor corridor speakers – Qty. 13
- Provide and install new 8" dual cone wall mounted sheetrock speakers for South Wing 1st and 2nd floor classrooms – Qty. 15
- New Category 5, 22 gauge/2 pair shielded and 18-gauge/2-conductor non shielded plenum cabling for Manual Tone Switch Panel, Page/Aux Input Panel, Administrative Telephone Console, Desktop Push to Talk Microphone.
- New Category 5 plenum cabling for classroom and hall way speaker stations

6) Software

- Installed by Communication Concepts - to create bell schedules & select bell tones

7) Training

- *Communication Concepts provides on-going technical training, as well as end user training for the life of the system at no additional charge.*

Other Clarifications - Included

1. Design, installation and owner's training.
2. Initial programming.
3. All work to be performed during Communication Concepts' normal business hours.



- 4. Certificate of Installation and O&M Manual(s).
- 5. One (1) year parts and labor warranty for naturally defective parts or workmanship provided and installed by Communication Concepts. Warranty service will be provided during Communication Concepts' normal business hours.
- 6. This price is valid for 30-days from the date of this proposal.

Other Clarifications - Excluded

- 1. Any additional information provided after bid time that requires additional work or materials.
- 2. Phasing
- 3. All raceway, cable tray, stub-ups, sleeves, conduits with pull strings, j-boxes, back boxes, t-bar hangers, access, access panels, penetrations, fire caulking, and plywood backboards.
- 4. All 110Vac or greater power. All circuits to be dedicated with isolated ground.
- 5. Coring, cutting, patching, and painting of walls, floors, ceilings, roofing and/or concrete, etc.
- 7. Sales Tax or Use Tax
- 8. Payment and Performance Bonds

BASE PROPOSAL PRICE: (DIR Contract # DIR-SDD-2009) \$19,530.00

PROPOSAL ACCEPTANCE

In lieu of a formal purchase order, please consider this as our formal acceptance of this Communication Concepts proposal dated _____ including the terms and conditions as stated herein.

The amount of \$ _____ is agreed to. This letter is also your notice to proceed with submittals (if any), mobilization and procurement of materials and equipment for this project.

PROPOSAL ACCEPTED BY:

COMPANY NAME: _____

SIGNED BY: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

BW Rec'd 5/11/16 1:32pm



TEXAS JUVENILE JUSTICE DEPARTMENT

Request for Quotation (RFQ)

BIDS MUST BE HAND DELIVERED TO TJJD BOOTH AT SPOT BID FAIR
Faxed or mailed bids will not be considered for award

Company Name: Allied-SCSS
Attention: DAVID JACKSON JR
Address: 1402 CORINTH ST #143
City, State, Zip: DALLAS TX 75215
Phone: 817-441-0525 cell
QTR: 293.1466 ofc Instructions

Requisition No: 644-6-GNSEDUC
Due Date and Time: May 10, 2016 @ 3:00 PM CST
TIN#: 47-1036797
Signature: [Handwritten Signature]
Email: JACKSONJR@ALLIED-SCSS.COM

- Any purchase resulting from this response shall be subject to the attached Terms and Conditions.
Unless otherwise stated, shipping is considered to be FOB Destination, Freight Pre-paid, and Allowed.
Responses shall be submitted on this form, and must be manually signed.
TJJD is a TAX EXEMPT Agency.

Delivery Address: Texas Juvenile Justice Department
Attention: Jackie Schmaltz (Agency Contact)
Physical Address: 1379 FM 678
City, State, Zip: Gainesville TX 76240

Table with 7 columns: Item, Description, Class/Item, Qty, Unit of Measure, Unit Price, Extension. Row 1: 1, Remove the existing Dukane StarCall System 932-42, 1, Job, 34,460.00, 34,460.00. Total: 34,460.00

For Further Information Contact: Jackie Schmaltz Phone No: 940-665-0701 ext 175

Email: Jackie.schmaltz@tjjd.texas.gov

DELIVERY IN CALENDAR DAYS (ARO), CASH DISCOUNT % DAYS.

The period of acceptance of this response is 30 calendar days.

Scope of work:

The existing Dukane StarCall system currently installed at Lone Star High School is partially functioning. It has been determined that incorrect cable was originally installed that most likely is contributing to these ongoing issues. We have been given a brand new in the box Dukane StarCall system. It has been requested that the existing Dukane StarCall system be removed and this new system be installed along with new cable to correct the ongoing problems. An inventory of the new Dukane StarCall equipment shows nearly all of the equipment is available for a complete replacement of the existing system. Any additional equipment necessary will be included to provide a complete working system.

Head End Equipment:

- Remove the existing CP700 Atlas Sound Commercial Power Amplifier and return back to owner.
- Remove the existing 110-3542 Power Supply Module along with all internal cards and modules and return back to owner
- Reuse existing cabinet and rack mount shelving unit.

Administrative Materials:

- Remove existing Administrative Telephone

Field Devices:

- Remove existing readily accessible and identifiable speaker and call button cable.
- Remove existing speakers and call buttons and return to owner.

New Head End Equipment:

- Install new owner provided rack-mounted Dukane StarCall CP700 Commercial Power Amplifier.
- Install new owner provided Dukane StarCall Intercom AMP Module.
- Install new owner provided power Panel
- Install new owner provided Dukane StarCall Audio Switching Card Expander
- Install new owner provided Dukane StarCall Central Processing Card
- Install new owner provided Dukane StarCall Audio Routing Card
- Install new owner provide Dukane StarCall Supply Module
- Install new owner provided Lowell 19" Rack mount AC panel with lamp
- Install new owner provided Dukane StarCall Primary Rack Shelving
- Includes configuration for 48-speaker station ports

New Administrative Materials:

- Install new owner provided Administrative Telephone to be located at the front receptionist area

Includes:

1. All call paging
 2. Zone paging
 3. Two-way intercom calls to classroom through the ceiling speaker
- Install new owner provided "ALL CALL PAGE" desktop push to talk microphone w/stainless steel wall plate and XLR-F-5-pin receptacle
 - Provide and install new 1/8" mini receptacle with on/off switch for auxiliary program inputs for iPhones, Ipads, Android and other similar music devices
 - Provide and install new "MANUAL TONE SWITCH PLATE", 3-gang stainless steel engraved wall mount plate, configured for the following tones:
 1. Manual bell ton switch
 2. Emergency Signal Switch
 3. Tornado Signal Switch
 4. All Clear Signal Switch

New Field Devices

- Install new owner provided 1'x2' dual 8" lay in style speakers for 1st floor classrooms – qty. 11
- Install new owner provided 1'x2' dual 8" lay in style speakers for 1st & 2nd floor corridor speakers – qty. 13
- Provide and install new 8" dual cone wall mounted sheetrock speakers for south wing 1st and 2nd floor classrooms – qty. 15
- New category 5, 22 gauge/2 pair shielded and 18-gauge/2-conductor non shielded plenum cabling for manual tone switch panel, page/aux input panel, administrative telephone console, desktop push to talk microphone.
- New category 5 plenum cabling for classroom and hall way speaker stations

Software

- Create bell schedules & select bell tones

Training

- Provide on- going technical training, as well as end user training for the life of the system.

Purchase Order Terms and Conditions

Any vendor furnished terms and conditions attached to a bid, quote, or purchase order will not be considered, unless specifically referred to in the purchaser order (PO). Vendor supplied terms and conditions may result in disqualification of their bid and rescinding of purchase order. These terms and conditions which become a part of any purchase order issued by TJJJ will supersede vendors' terms and conditions unless otherwise mutually agreed to in writing and referred to in the purchase order.

Vendor Affirmation – Providing a false statement is a material breach of PO terms and shall void the submitted bid or any resulting contract or PO. In such case a Vendor shall be removed from all bid lists. By accepting this PO, the Vendor hereby certifies that:

- The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- Pursuant to Section 2155.004, Government Code, the vendor has not received compensation for participation in the preparation of the specifications for this purchase.
- Pursuant to Section 231.006 (d), Family Code, re: child support, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified payment and acknowledges that this contract or PO may be terminated and payment may be withheld if this certification is inaccurate.
- Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.
- VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TJJJ, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THIS PO. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TJJJ.
- Vendor agrees that any payments due under this PO will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- Vendor certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, vendor will complete the following information in order for the bid to be evaluated:

Name of Former Executive

Name of State Agency

Date of Separation from State Agency

Position with Vendor

Date of Employment with Vendor

• Vendor agrees to comply with Texas Government Code 2252.901. If the Vendor and/or any of its employees have been employed by TJJJ within the last 12 months, fill in the following information and return to the purchaser immediately. Failure to disclose this information may result in the termination of this PO:

Name of Former Employee	Date of separation from TJJJ	Date of employment with Proposed Vendor	Position with Proposed Vendor

• Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the vendor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the vendor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information that state auditor considers relevant to the investigation or audit. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

Purchase Order

Number: _____

Vendor Name: _____

Order Date: _____

• Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

• Vendor certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov/>

• Vendor agrees to comply with Texas Government Code 2155.4441 relating to use of service contracts for products produced in the State of Texas.

• Vendor certifies that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

Funding Out Clause: Any PO issued by TJJD is contingent upon the continued availability of lawful appropriations of funds by the Texas Legislature.

Addition/Deletion: Amendments may be made for additions and/or deletions of goods or services under the same terms and conditions of this order.

Authorized Relief from Performance (Force Majeure): The agency may grant relief from performance of the PO if the vendor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the vendor. The burden of proof for the need of such relief shall rest upon the vendor. To obtain release based on Force Majeure, the vendor must file a written request with the ordering agency.

Dispute Resolution: The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, by the Texas Juvenile Justice Department and the vendor to attempt to resolve any claim for breach of contract made by the vendor. The submission, processing and resolution of the vendor's claim is governed by the published rules adopted by the Texas Juvenile Justice Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Delivery:

• Vendor shall show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates vendor to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded or PO terminated.

• If delay is foreseen, vendor shall give written notice to the appropriate ordering entity. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the TJJD to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

• No substitutions permitted without written approval of TJJD.

• Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the agency purchase order number as shown on the order. Each shipment must be accompanied by a packing slip referencing this information.

Inspection and Tests: All goods are subject to inspection and test by the Agency. Authorized TJJD personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Upon request, tests shall be performed on samples submitted or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods, which have been delivered and rejected in whole or in part, may be, at the State's option, returned to the vendor at vendor's risk and expense or disposed of in accordance with TBPC rules or State statutes. Latent defects may result in revocation of acceptance of any product.

Acceptance: Inspections shall occur when the merchandise is being unpacked, uncrated, etc. The merchandise shall be checked against the purchase order for damages, shortages and compliance with the order's specifications. The agency shall inspect all shipments received against purchase order and report any discrepancies (allowance for concealed damages) to the vendor no later than 15 days from initial delivery. All deliveries shall be subject to further inspection prior to acceptance (e.g., concealed damages, shortages, etc.). A vendor may be required to pick up any merchandise not conforming to specifications and replace the merchandise immediately.

Damage Assessment: If a vendor is in default on an order, the State reserves the right to purchase the item(s) in default and charge the increase in price, if any, and cost of handling to the vendor.

Purchase Order

Number: _____

Vendor Name: _____

Order Date: _____

Acceptance of a PO: By accepting this PO, vendors accepts the terms, conditions and specifications contained herein. Acceptance is defined as vendor performing any work or services related to this purchase. The PO shall be governed, construed and interpreted under the laws of the State of Texas. Any legal actions must be filed in Travis County, Texas. Factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007 and 2157.003 shall also be considered in awarding a PO.

Damages for Failure to Perform: A vendor who fails to perform as required under a PO shall be liable for actual damages and costs incurred by the agency and/or the State of Texas. If merchandise delivered under a PO has been used or consumed by the agency and on testing is found not to comply with specifications, no payment may be approved for such merchandise until the amount of actual damages incurred has been determined. A vendor who fails to pay such damages assessed by the agency/state may not be awarded additional PO's until such damages have been paid or the matter has been otherwise resolved.

Payment: Invoices must be submitted to the receiving entity and must indicate the vendor's Texas Payee Identification Number. Invoice must show the receiving entity's name, must correspond with the item(s) as numbered on the purchase order, shipment date of merchandise and applicable purchase order number and date of purchase order. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payments for merchandise purchased with state appropriated funds will be made through state warrants issued by the Comptroller of Public Accounts. Discount(s), if applicable, must be stated.

Prompt Payment: Terms of payment shall be in accordance with Chapter 2251 Texas Government Code.

Patents or Copyrights: The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

Vendor Assignments: Without the prior written consent of TJJD, Vendor may not assign this PO, in whole or in part, and may not assign any right or duty required under it.

Anti-Trust: Vendor represents and warrants that neither Vendor nor any firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this PO.

Termination: TJJD may terminate for convenience its obligations under this PO by giving thirty (30) days' notice. TJJD may be responsible for the cost associated with a termination for convenience. TJJD may terminate its obligations under this PO immediately in the event conditions exist that threatens the health, safety or welfare of TJJD youth or in the event of breach of by vendor. TJJD may terminate its obligations under this PO for failing to complete any corrective actions specified, provided no extenuating circumstances exist. TJJD may terminate its obligations under this PO if vendor is non-compliant with any area of the terms and conditions; or is below standards in overall performance of the work required by this PO. TJJD shall terminate this PO in the event that TJJD is not granted funding to pay for the herein described products or services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

Severability: If any part of this PO is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application and to that end the provisions of this PO are declared to be severable.

Payments Owed State: In accordance with Tex. Government Code Ann. 403.055(h) any payments owed to the vendor under this PO will be applied toward elimination of the vendor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full". Vendor agrees that any payments due under this PO will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Subcontracting Program (HUBs) – Good Faith Effort: State agencies are required to make a good faith effort to assist Historically Underutilized Businesses (HUBs) in receiving contract awards issued by the state, see Tex. Gov't Code Ann. Title 10, Subtitle D, Chapter 2161. The goal of the program is to promote fair and competitive business opportunities for all businesses contracting with the State of Texas. In the event this PO exceeds \$100,000.00, vendor will be required to submit a HUB Subcontracting Plan (HSP) demonstrating its Good Faith Effort (GFE) in providing opportunities to HUBs. Failure to do so may result in the immediate termination of this PO.

Recycled/Remanufactured/Environmentally Sensitive Products: Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "environmentally sensitive."

Material Safety Data Sheets: A vendor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheets (MSDS). If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

Purchase Order
Number: _____

Vendor Name: _____

Order Date: _____

Advanced Technology Clause 22 TexReg 10551: The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included with the technology or because it is readily adaptable by use with other technology, of:

- providing equivalent access for effective use by both visual and nonvisual means;
- presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and
- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

Public Information Act: Information, documentation and other material in connection with the solicitation or any resulting PO may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

Condition of Products: All items supplied shall be new and unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified and approved by TJJD.

Warranty: Manufacturer's standard warranty shall apply unless otherwise stated.

Freight Charges & F.O.B. Point: All purchases shall be F.O.B. destination, transportation prepaid and allowed, i.e., included in the price bid, (sidewalk or store door delivery) unless special PO instructions direct or permit otherwise.

Prices: Prices must be firm for acceptance for 60 days from bid opening date unless otherwise specified.

Audits: Vendor understands that it and its subcontractors by accepting funds directly or indirectly under this PO are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations pursuant to Chapter 2262 of the Texas Government Code. Vendor shall include a clause in its subcontracts providing that its subcontractors are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations. Under the direction of the legislative audit committee, a Vendor that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Failure to cooperate with or provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit may subject Vendor to criminal penalties.

Vendor Performance: In compliance with the provisions of the Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and the Texas Administrative Code, Title 1, Chapter 113.6, information obtained from CPA's Vendor Performance Tracking System (http://www.window.state.tx.us/procurement/prog/vendor_performance/) may be used in evaluating bids or proposals for goods and/or services to determine the best value for the state.

Criminal Background Checks: Vendor shall provide all required information and assistance for TJJJ to conduct criminal background checks on all persons that TJJJ determines is required to be background checked and fingerprinted. This may include any staff required to enter a TYC facility where youth reside or who have access to TJJJ youth or TJJJ youth information under this Agreement. All criminal background checks will be performed at TJJJ's expense. Vendor shall notify TJJJ's Director of Human Resources of any employee, agent, consultant, subcontractor (including any subcontractor employee) that is arrested, indicted or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations or is fired during the term of this agreement.

All criminal background checks will be conducted in accordance with TJJJ policies and procedures. TJJJ's designated contact for criminal background checks is the Director of Human Resources at (512) 424-6000. TJJJ has sole discretion to decide which persons working under this Agreement are required to submit to a criminal background check and which persons shall be excluded from TJJJ facilities or other work under this Agreement or subject to other security restrictions.

Certification Regarding Disaster Relief: Under Sections 2155.006 and 2261.053, Government Code, the vendor certifies that the individual or business entity named in this bid or PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.



TEXAS DEPARTMENT OF INFORMATION RESOURCES

P.O. Box 13564 ♦ Austin, TX 78711-3564 ♦ www.dir.texas.gov

Tel: (512) 475-4700 ♦ Fax: (512) 475-4759

February 1, 2016

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TO: State Agency Purchasing Staff and State Agency HUB Coordinators

FROM: Grace Windbigler
Director, Technology Sourcing Office

RE: **Doing Business Texas Style – ACCESS 2016 – Spot Bid Fair**

Mandated government agencies may request an exemption from DIR contracts for one-time purchases made at the "Doing Business Texas Style" Spot Bid Fair that occurs the week of May 9, 2016 in Irving, Texas.

Exemptions for **Cooperative Contracts** are on the DIR website at: <http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=3>. If you need a one-time exemption for a **Cooperative Contract**, you will need to submit a request to DIR at <http://dir.force.com/ExemptionRequest>. Note on the description: The exemption is based on a best value determination, which includes delivery time via ACCESS 2016- Spot Bid Fair.

If you need exemptions for other DIR program areas such as: **Data Center Services, Telecom or Texas.gov**, you will need to follow the appropriate exemption process. Please see: <http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=4>

This exemption letter shall not waive any state or federal law or agency's requirements on purchases.

If you have any questions or need additional information, please contact the DIR HUB Coordinators Lisa Maldonado at lisa.maldonado@dir.texas.gov or Lynn Sanchez at lynn.sanchez@dir.texas.gov.

Jackie Schmaltz

From: Texas Comptroller of Public Accounts <tx.comptroller@service.govdelivery.com>
Sent: Friday, January 29, 2016 12:53 PM
To: Jackie Schmaltz
Subject: Exemption Memo: Doing Business Texas Style - Spot Bid Fair



Date:

Jan. 29, 2016

To:

State agency purchasing staff
State agency HUB coordinators

From:

Texas Procurement and Support Services (TPASS) Division

State agency purchasers may have an exemption from TPASS statewide contracts for one-time purchases made at the "Doing Business Texas Style" Spot Bid Fair that occurs the week of May 9, 2016, in Irving, Texas. The exemption is based on a best value determination, which includes delivery time.

These purchases should be one-time purchases and should not exceed a state agency's delegated purchasing limits for commodities (\$25,000) or services (\$100,000). This exemption does not and cannot waive any state law requirements on purchases. The exemption is valid only during the Spot Bid Fair and any reasonable time needed afterwards to complete contract awards initiated at the Spot Bid Fair.

State agency purchasing staff shall retain a copy of this memo in their procurement files.



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This email was sent to jackie.schmaltz@tjcd.texas.gov using GovDelivery, on behalf of: Texas Comptroller of Public Accounts · 111 East 17th Street · Austin, TX 78774 · 888-334-4112

