



Texas Juvenile Justice Dept
Business Unit # 64400
Purchase Order # 16-0007156

Payment Terms: NET30 Freight Terms: **FOB Destination** Ship Via: NA PCC: Q Date: 05/13/16 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: JACK GREEN CONSTRUCTION
 3500 N GRAND AVE
 GAINESVILLE TX 762402369
 United States

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

Vendor ID: 1271801984 2

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:

See line 1 for approval on Storm drains
 price per quote # 208

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Storm drain repairs	968/73	1.0000	JOB	\$16,240.00	\$16,240.00	06/13/2016
						Schedule Total	\$16,240.00
						ReqID:	
						REQ0019003	
						Item Total for Line # 1	\$16,240.00
						Total PO Amount	\$16,240.00

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
 05/13/2016



Texas Juvenile Justice Dept
Business Unit # 64400
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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

05/13/2016



Texas Juvenile Justice Dept
Business Unit # 64400
Purchase Order # 16-0007156

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

05/13/2016



Texas Juvenile Justice Dept
Business Unit # 64400
Purchase Order # 16-0007156

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 storedoor 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 back ground 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 back ground 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 s 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

05/13/2016



**TEXAS JUVENILE JUSTICE DEPARTMENT
Requisition**

Page: 1 of 1
Run Date: 4/21/2016
Run Time: 11:53:34 AM
Report ID: TXCPO002X

Business Unit 64400 Origin 24M Requestor Cindia Pena BCM Status Valid

Requisition ID REQ0019003 Status Approved Requestor Phone Req Approval Date 04/21/2016

Requisition Date 04/14/2016 Description Jack Greene Construction

HEADER COMMENTS:

See line 1 for approval on Storm drains

See line 1 for approval on Storm drains

Quote #208

7156

Line	Description	UOM	Qty	Price	Amount	Line Status
1	Storm drain repairs	JOB	1	16,240.00	16,240.00	Approved

Vendor ID	Vendor Loc	Vendor Name	Class	Item	Buyer
1271801984			968	73	Jackie Schmaltz

Schedule 1 Schedule Amount 16,240.00

Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Agy CF1	Agy CF2	Amount	Location
1	733800	7660	DE040		29260	2016	GNS		16,240.00	GNS-Maintenance

Line Nbr	Comments
1	

Total Requisition: \$16,240.00



REQUEST AND APPROVAL FOR CONSTRUCTION PROJECT

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

Project # 24-39
(Assigned by Construction and Engineering)

Requesting Dept & Requestor Contact Information:

GNS Maintenance

Project Description:

If necessary, furnish a rough drawing and/or attach a digital photo/print to describe the project.

Rework Storm Drains; Remove and pour new concrete for storm drains. This will include epoxy rebar, removing old concrete and electrical. Pouring concrete to new storm drains.

Project Justification:

Storm drains are in need of repairs as soon as possible. Drains are getting worse as the time goes by, youth will be able escape if not repaired.

Date of Request: **03/18/16** Date Needed: **03/18/16**

Requestor's signature certifies his/her management's approval:

John West 3-18-2016
REQUESTOR Date

RECEIVED

MAR 21 2016

TJJD
Construction Dept.

Superintendent signs and documents if he/she supports the project:

Mike Stul 3-18-16 I support approval of this project
SUPERINTENDENT Date YES NO

Cost Estimate & Code Check prepared by Construction and Engineering

Estimate prepared by <u>Jack Greene</u>	Date <u>3/18/16</u>	Amount <u>16,240.00</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Labor Source <u>CONTRACTOR</u>			Is a New Contract Required?	
			<input type="checkbox"/> YES	<input type="checkbox"/> NO
			Is Project Code Compliant?	
			<input type="checkbox"/> YES	<input type="checkbox"/> NO

Budget Confirmation by Finance

<u>Kenneth Castillo</u>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Budget confirmed by <u>[Signature]</u>	Local Budget		Bond Funds Requested	
Date <u>4/17/16</u>	Object / PCA / Activity <u>2009/29260/</u>		Grant Information	

APPROVED or DENIED at CONSTRUCTION COMMITTEE MEETING

Approved Denied 03-31-2016 [Signature]
Committee Approval or Denial by Voting Members Date Chair Signature

Comments:
FOR LOCAL ACQUISITION.

Account	Fund	Dept	PCA	AY	Loc	Project
<u>733800</u>	<u>7660</u>	<u>DE040</u>	<u>29260</u>	<u>2016</u>	<u>GNS</u>	<u>24 Storm Drains 24 EROSION CONTROL</u>

NOTE: Standard procurement policy and practice apply to all approved projects.

JACK GREENE CONSTRUCTION COMPANY
3500 N. GRAND AVE.
GAINESVILLE, TX 76240
(940) 612-2428
(940) 768-8278

TEXAS JUVENILE JUSTICE DEPARTMENT

QUOTE #208
03/18/2016

REWORK ONE STORM DRAINS, BUST OUT CONCRETE AT BIG TREE	\$4,775.00
FORM UP & REPOUR LIKE SHOULD BE	\$1,865.00
DIG OUT ELECTRIC SUPPLY SYSTEM	\$4,800.00
BUST OUT APPROXIMATELY 200 SQ. FEET CONCRETE AND REPOUR AND EPOXY REBAR INTO EXISTING CONCRETE	\$4,800.00

TOTAL-----\$16,240.00

Scope of Work

Storm Drain Repairs

Rework one storm drain, bust out concrete at big tree, form up an re-pour like it should be dig out electric supply system, bust out approximately 200 square feet concrete and re-pour and epoxy rebar into existing concrete.

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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Get quick Comptroller news and information you need to do business in Texas.

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



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 OFFICIERS, 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 TJJJ 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 TJJJ to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

• No substitutions permitted without written approval of TJJJ.

• 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 TJJJ 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 TJJJ, 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: TJJJ may terminate for convenience its obligations under this PO by giving thirty (30) days' notice. TJJJ may be responsible for the cost associated with a termination for convenience. TJJJ may terminate its obligations under this PO immediately in the event conditions exist that threatens the health, safety or welfare of TJJJ youth or in the event of breach of by vendor. TJJJ may terminate its obligations under this PO for failing to complete any corrective actions specified, provided no extenuating circumstances exist. TJJJ 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. TJJJ shall terminate this PO in the event that TJJJ 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 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 TJJD's expense. Vendor shall notify TJJD'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 TJJD policies and procedures. TJJD's 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.