



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000007092
Purchase Order Change Notice (# 3)

Payment Terms: **NET30** Freight Terms: **PREPAY AND ADD** Ship Via: **VNDR** PCC: **Q** Date: **07/19/19** PO Method: **SV** Dispatch: **Dispatch Via Print** Rev Dt: **08/15/19**

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

Vendor: DOOR CONTROL SERVICES INC
301 VZ ROAD 4500
USA
BEN WHEELER TX 75754
United States

Ship To: 1P00 - TxDMV Warehouse
4000 Jackson Avenue
Austin TX 78731
United States

Vendor ID: 1751994983 2

Bill To: 4000 Jackson Avenue
Austin TX 78731
United States

Purchaser: Monica C Hernandez
Phone:
Fax:
Email: Monica.Hernandez@txdmv.gov

Fax:
Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

Per quote #IL00833-003 dated 7/18/2019

TxDMV Contact:
Chris Sturm
Chris.Sturm@txdmv.gov
(512) 465-3835

Vendor Contact:
Bryan Carl
bcarl@doorcontrolservices.com
(512) 202-5122

Change Orders:
Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders shall be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by TxDMV Purchasing Section.

Payment:
Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251. Vendor shall submit one copy of a correct itemized invoice showing the purchase order number, payee ID., remit to address, and phone number on invoice. Vendors may submit an electronic invoice. All electronic invoices shall be sent to DMV_FIN-INVOICES@txdmv.gov (note: There is an underscore "_" between DMV and FIN). All invoices received at the email address will be filed for future reference and you will receive a receipt confirmation email. To avoid the confusion of duplicate invoices, please do not send other copies of this invoice via regular mail, fax or other means. On emails for electronic invoices, include the company name (as it appears on the invoice) and the purchase order number in the subject line to assist in identifying and processing your invoices in a timely manner. TxDMV will not incur any penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, which-ever is later.

Note: warrants will not be issued to a vendor without a current Texas Identification Number.

Installation instructions:
The unit shall be supplied with complete installation instructions. Instructions shall be as detailed as possible.

Working day:
A working day (eight hours) is defined as Monday through Friday, 8:00 AM - 5:00 PM, not including regularly observed state and federal holidays.

Term of Service:
September 1, 2019 through November 29, 2020

Authorized Signature

Jonathan Mays

08/15/2019



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000007092
Purchase Order Change Notice (# 3)

Location:
Texas Department of Motor Vehicles
Bldgs 1 and 5
4000 Jackson Avenue
Austin, TX 78731

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1- 1	Add five (5) automatic door actuators for ADA accessible doors on exterior of Bldg 1 and Bldg 5	910/14	1.0000	EA	\$11,182.00000	\$11,182.00	09/02/2019
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Schedule Total

Item Total for Line # 1

Total PO Amount

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.

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: <http://www.txdmv.gov/contractors-vendors>

Authorized Signature

Jonathan Mays

08/15/2019

Date: 07/18/19

Proposal # IL00833-003

Proposal Quoted To:

Company: Texas Department Of Motor Vehicles

Address: 4000 Jackson Ave

City: Austin

State: TX

Zip: 78731

Phone: 512-465-1284

Fax:

Contact: William Comiskey

Email: will.comiskey@txdmv.gov

Re: Same - Doors

Door Control Services Proposes To Furnish & Install The Following:

Products by Record, USA

Quantity

Bldg #5

- 2 45" Record 6100 Series Single Swing Door Operator (42" DOW)
Clear Anodized Finish
(Activation by Others)

Bldg #1

- 3 39" Record 6100 Series Single Swing Door Operator (36" DOW)
Clear Anodized Finish
(Activation by Others)
- 2 Wireless Push Plates
- 1 Jamb Mounted Wireless Push Plate
- 4 Door Stops

One Year Warranty

Exclusions :

Permits, Fees, Bonds — Structural Support — Painting, Patching, Repairing of Floors, Walls And Ceilings — Low Voltage Wiring And Singles Gang Boxes Required For Installation Of Push Plates Switches (Pull String By Others Acceptable) — Doors, Frames, Hinges, Panic Hardware, Any other Manual Or Electrical Hardware Not Included In Quote — Access Control Systems, Card Readers, Programmable Logic, Wiring From Card Reader To Operators, Signals And Wiring From Remote Locations To Operators — Cleaning And Protection — 110 Volt Electrical Service To Each Operator — Sales Tax — After-Hour Or Weekend Installation — Structural Calculations By A Professional Engineer — Impact Tests — Certified Product Test Reports, Wind Load Test And Thermal Movement Tests — 20 Year Finish Warranty

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Please Note: If the equipment in this proposal is required to be connect to the security system. The security contractor is required to be on site during the installation in order to coordinate the required connections. Any additional trips required to make these connections will be an additional charge.

Please Note: We are proposing all the products on this proposal be installed in 3 trips.

Subtotal	\$ 11,182.00
Sales Tax Excluded	\$ -
TOTAL	<u>\$ 11,182.00</u>

Optional Warranty: This includes all service calls 24/7, parts and labor for Automatic Operators / Sliders / Revolvers / ICU doors and one preventative maintenance and AAADM inspection service call per year.

One Additional Year	\$ 750.00	<input type="checkbox"/>	Initial Here
Two Additional Years	\$ 1,350.00	<input type="checkbox"/>	Initial Here

Submitted By:

Bryan Carl- Austin & San Antonio Sales- 512-202-5122
Email to: bcarl@doorcontrolservices.com

Acceptance of this offer by the Purchaser shall constitute an order and contract for the purchase of the items described herein. Price above excludes sales tax. Tax exempt certificate must be presented.

Buyer acknowledges and agrees that each and all of the terms and conditions are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.

Please Sign For Approval:

Signature

Title

Date

This Proposal is Valid for 60 Days

Please send signed proposal, P.O., and/or Contract to: estimating@doorcontrolservices.com FAX: 903-833-5145

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Proposal # IL00833-003

TERMS AND CONDITIONS

Terms. The products ("Products") described on the reverse side and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller' vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

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Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.