



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000007534

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **VNDR** PCC: **E** Date: **10/2** PO Method: **2/19** **DG** Dispatch: **Dispatch Via Print** Rev Dt:

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

Vendor: TDINDUSTRIES INC
 PO BOX 300008
 DALLAS TX 75303-0008
 United States

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

Vendor ID: 1260464612 0

Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Purchaser: Paula A Ramsey
Phone: 512/465-4191
Fax: 512/465-5641
Email: PaulaRamsey@mail.com

Fax:
Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

TxDmv Contact:
 William Comiskey
 512-465-1284
 Will.Comiskey@txdmv.gov

OR

Debbie Rohrer
 512-465-4111
 Debbie.Rohrer@txdmv.gov

TDIndustries Contact:
 Dennis Lilley
 512-310-5074
 Dennis.Lilley@TDIndustries.com

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.

Authorized Signature

Paula Ramsey, CTM, CTA

10/22/2019



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000007534

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Install Power to Buildings 1 and 5 - Electric door controllers. Per quote# OPP0060925. Includes all labor and materials. All work to be completed as soon as possible.	910/67	1.0000	JOB	\$1,496.47000	\$1,496.47	10/31/2019
						Schedule Total	<input type="text" value="\$1,496.47"/>
				<u>ReqID:</u>			
				0000008301			
						Item Total for Line # 1	<input type="text" value="\$1,496.47"/>

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
Paula Ramsey, CTEM, CTCI
10/22/2019

TDIndustries is licensed and regulated by the
 Texas Department of Licensing and Regulation
 P.O. Box 12157
 Austin, TX 78711
 1-800-803-9202 or 512-463-6599
 www.license.state.tx.us



Texas State Board of Plumbing
 P.O. Box 4200
 Austin, TX 78765

Company:	Texas Department of Motor Vehicles	Building Name:	TXDOT - Buildings 1 and 5
Bill to Address:	4000 Jackson Avenue Austin, Texas 78731	Building Address:	4000 Jackson Avenue Austin, TX 78731
Contact:	William Comiskey	Job Name:	ELEC-Door Controllers Buildings 1 and 5
Phone:	512 487-9764	Date:	September 24, 2019
Email:	Will.Comiskey@txdmv.gov	Quote No:	OPP0060925

TDIndustries, Inc. is very pleased to have the opportunity to provide pricing for the above referenced property. Please find listed below the scope of work that will be performed.

Scope of Work:

Camp Hubbard Building 1
 Install power to three (3) door controllers
 Extend Raceways
 Terminate and test each door
Labor\$615.60
Materials\$232.15
Total Building 1.....\$847.75

Camp Hubbard Building 5
 Install power to two (2) door controllers
 Extend Raceways
 Terminate and test each door
Labor\$448.88
Materials\$199.84
Total Building 5.....\$648.72

Notes:

- Existing 120v circuits to be utilized
- This proposal does not include after-hours labor
- Additional repairs will be quoted separately

Total Price for Labor and Materials Buildings 1 and 5 (Excluding Sales Tax) ----- \$1,496.47

* Net due upon receipt of invoice. Remit to P.O. Box 300008, Dallas, TX 75303-0008

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the numbers listed below if you have any questions or need further information.

Respectfully submitted,



Dennis Lilley
Technical Account Manager
TDIndustries
Dennis.Lilley@TDIndustries.com
O: 512-310-5074 | C:

Accepted by

Date



Clarifications

- Following our core value to "Fiercely Protect", our employees are empowered to stop work at any time where they deem the safety of themselves or anyone else is in jeopardy. We will immediately seek to resolve any concerns by engaging with our customer and safety department to elevate the issue which will allow work to resume.
- This proposal is based on performing work during normal working hours and at normal wage rates paid by TDIndustries, Inc.
- Price is based on the assumption that the structure is of sufficient strength that all piping, duct and equipment can be supported from it.
- Proposal is inclusive of all permits and inspections as required by local and state agencies. Where work is being performed under a General Contractor, we will validate under Contractors Building Code permit.
- All pricing is based on award of contract and work commence not later than 60 days from the date of this proposal with pricing subject to review after 30 days from the date of proposal.
- TDIndustries, Inc. assumes no responsibility for existing services / conditions, their quality and/or performance.
- Existing valves must close and hold.
- TDIndustries, Inc. assumes no responsibility for condition of utilities or parking lots/roadways above or below grade.
- TDIndustries disclaims any responsibility for incorrect data contained in the plan, specs and/or engineering data.
- Proposal is based on use of building elevators.

Exclusions:

- Sheetrock or concrete cutting, removal or patching of any nature.
- Cleaning or painting of existing grilles.
- Ceiling removal or replacement.
- Electrical work.
- Electrical temperature control, interlock and power wiring.
- Electrical disconnect.
- Electrical or power wiring, including conduit or junction boxes or disconnect switches and starter components.
- Concrete work of any nature.
- Cutting or patching of drywall or block walls.
- Cutting or patching of existing pavement for incoming services.
- Smoke dampers or smoke ventilation other than stair pressurization.
- Insulation of existing un-insulated ductwork.
- Modifications of existing ductwork and piping due to conflict with new lighting fixtures or new structural/architectural modifications.
- Repairs or modifications of existing mechanical equipment or systems.
- Roof cutting and patching unless specified by owner
- Roofing work.
- Cutting roof deck.
- Leveling roof curbs.
- Gas piping.
- Any pre-existing conditions (gas pressure, electrical, structural).
- Any hot water problems that exist outside the scope of the boiler room (mixing).
- Additional work required to meet OSHA or ADA standards.

Any additional work not listed in the scope above will require written authorization by the customer before TDIndustries, Inc. can proceed.



LIMITED WARRANTY

1	EQUIPMENT, GOODS, MATERIAL PURCHASED AND INSTALLED BY TDINDUSTRIES: TDIndustries, Inc. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods, or material that are defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of TDIndustries, Inc. THERE ARE NO WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY RELATING TO THE EQUIPMENT, GOODS, OR MATERIAL, PROVIDED WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PARAGRAPH. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.
2	Workmanship - Repair Installation - TDIndustries, Inc. warrants its workmanship to be free from defects for a period of 12-months from the date of completion of the above equipment, goods, and material. Sewer and Drain Cleaning - TDIndustries, Inc. warrants its workmanship for sewer and drain cleaning for a period of 24 hours from the date of completion. Any foreign material retrieved from sewer or drain will discharge warranty and incur additional costs for clearing stoppage.
3	This proposal is submitted for customer's consideration with the understanding that it must be approved by TDIndustries, Inc. after its acceptance by the customer and is not binding upon TDIndustries, Inc. until so approved in writing.
4	Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or in any similar such communication are hereby objected to by TDIndustries, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of TDIndustries, Inc. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.
THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.	

STANDARD TERMS AND CONDITIONS

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.	
1	TDIndustries, Inc. liability or any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of such equipment, goods, or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
2	If TDIndustries, Inc. encounters asbestos, polychlorinated Biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat.
3	Any installation dates given in advance are estimated. Installation will be subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.
4	On arrival of any equipment, goods and material at the shipping address specified on the reverse side hereof, Customer shall assume all risk or loss or damage to such equipment, goods, or material.
5	In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.
6	The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
7	If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
8	All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.
9	No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.

Revised 05-09-2008

2701 Gattis School Road, Building A, Suite 101, Round Rock, TX 78664-3820 - 512-310-5050, Fax # 512-310-5069
License # A/C TACLA00027827C, Plumbing M-21115, Electrical TECL-26107