

Date 28-JAN-19

PURCHASE ORDER

Purchase Order No

518303

Page: 1

AGENCY TO INVOICE

Texas Parks & Wildlife Accounts Payable Department
4200 Smith School Rd.
Austin, TX 78744
United States

PHONE : (512) 389-4833

DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

WL-KERR WMA
2625 FM 1340
HUNT, TX 78024
United States

VENDOR

FLYING J SERVICES LLC
1750 COUNTY ROAD 323
JOURDANTON, TX 78026-5193
United States

Payee ID No : 159007

FREIGHT TERMS: Prepaid & Allowed

PAYMENT TERMS: NET 30

FOB: Destination

DUE DATE: 28-FEB-19

CONTRACT TERM FROM: _____ TO: _____

SPECIAL INSTRUCTIONS :

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	905-41 Aerial application of herbicide treatment via helicopter on approximately 30 acres of diseased trees as per attached Scope of Work and Specifications. Contact: Deanna Pfeffer 830-238-4483 Service Begin: 02-01-2019 Service End: 02-28-2019	1.00	LOT	4,500.00	4,500.00
				TOTAL :	4,500.00

STATE and CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this order, purchased from contractor and/or shipper listed above as this property is being secured for the exclusive use of the State of Texas. This purchase is in compliance with agency and state contract management guide.

Sabrina M. Nelson, CTC 01/29/2019
AUTHORIZED SIGNATURE DATE

NELSON, SABRINA M SSO II 325-641-9234
PRINTED NAME TITLE PHONE NUMBER

STANDARD
PURCHASE ORDER TERMS & CONDITIONS

INVOICING:

Vendors must submit an invoice to the location listed in the AGENCY TO INVOICE box of the Purchase Order. The invoice must include the following information:

- 1) the vendor name as shown on the purchase order and correct "Remit to:" address;
- 2) a valid Texas Identification Number (T.I.N.) issued by the Comptroller of Public Accounts;
- 3) the purchase order number and requisition number, if applicable;
- 4) a description of each item for the goods or services listed on the purchase order in sufficient detail to identify the order that relates to the invoice. Item numbers shown must correspond with the item numbers on the purchase order.
- 5) quantity delivered, unit and total price of each item must be shown and all prices extended on the invoice. All extensions on the invoice must be totaled and a grand total shown;
- 6) discounts, if applicable, must be stated, extended and deducted to arrive at a Net Total for the invoice;
- 7) shipment date of merchandise;
- 8) other relevant information supporting and explaining the payment requested or identify a successor organization to the original vendor, if necessary.

PAYMENT:

Payment normally will be made to the vendor within 30 days after receipt of a properly prepared invoice or the receipt and acceptance of goods ordered or services rendered, whichever is later. State agencies are required by state law to pay properly submitted invoices within 30 days or the vendor will receive a late payment fee established by law.

Payments for merchandise purchased with state appropriated funds may be made by warrants or electronic payments drawn upon the State Treasury by the Comptroller of Public Accounts. Warrants are forwarded to TPWD for distribution to the vendor. Electronic payments are preferred. To setup electronic payments please contact Accounts Payable at (512) 9-4833.

Partial payments are an exception, but may be made with prior written approval.

If a purchase order extends beyond a state biennial appropriation period, payments for consumable merchandise delivered or services completed after the end of the state biennium are contingent upon the continued availability of appropriations to make such payments.

According to Texas Government Code, Section 403.055 (h) any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

GENERAL TERMS:

Accession: These Standard Terms and Conditions do not supersede any terms and conditions that accompany an IFB or a request for quotes unless stated, or any Comptroller of Public Accounts terms and conditions that may apply.

Hours for Delivery: Delivery shall be made during normal working hours unless prior approval for after-hours delivery has been obtained from TPWD. Normal delivery hours shall be from 8:30 am to 12 pm and 1 pm to 4 pm, Monday - Friday.

Packaging and Labeling: All items shipped must be properly labeled showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information used by the vendor.

Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred. For quantities requiring palletized shipping, TPWD prefers pallets to be constructed of 100% post-consumer plastic lumber or corrugated board with a minimum of 40% post-consumer content.

Substitutions: All substitutions require prior written approval.

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

UL: All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.

Cancellation of Purchase Orders: Purchase orders are canceled in writing. Orders may be canceled without the consent of the vendor for failure to meet contractual obligations. If cancellation is requested by TPWD for some other reason, through no fault of the vendor, the vendor's permission to cancel is required except for funding and budgeting reasons.

Advertisement: Vendors are prohibited from using award information, sales values/volumes and/or State of Texas information in sales brochures or other promotions, including press releases, unless prior written approval is obtained from TPWD.

Indemnification Clause: The vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, contractor, or supplier of vendor in the execution or performance of this contract.

Dispute Resolution: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code will be used by the Texas Parks & Wildlife and the vendor to attempt to resolve all disputes arising under this contract.

Right to Audit: Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit.

Vendor shall 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.

Scope of Work and Specifications

SUMMARY

AFTER VENDOR SELECTION:

Vendor name, hereinafter called Contractor, shall provide services to Texas Parks and Wildlife Department, hereafter called TPWD. TPWD is requesting AERIAL APPLICATION OF HERBICIDE for the treatment and control of targeted nuisance vegetation on land located within the **Kerr Wildlife Management Area (WMA)**.

PRIOR TO VENDOR SELECTION DURING QUOTE PROCESS:

Contractor shall provide services to Texas Parks and Wildlife Department, hereinafter called TPWD. TPWD is requesting AERIAL APPLICATION OF HERBICIDE for the treatment and control of targeted nuisance vegetation on land located within the **Kerr Wildlife Management Area (WMA)**.

PROJECT

Service must be provided in accordance with the Request for Proposal (RFP) specifications and the following project-specific scope of work.

Aerial Herbicide Application Service with control agents supplied by the Contractor. Location: **Kerr WMA is an approximate 6,500 acre area located in Kerr County near Hunt, Texas (Zone 2, District 4).**

TPWD Representative for this Project. **Ryan L. Reitz, 830.238.4483, ryan.reitz@tpwd.texas.gov**

Total Surface Area to be Treated. Targeted vegetation is located within an approximate **30 acre area**. Only targeted vegetation within that area shall be treated. Refer to *Attachment 1* for map with location of acres to be sprayed.

Targeted Vegetation. **Live Oak.**

Project Service Period. **February, 2019.** Schedule to be mutually agreed upon by TPWD Representative and Contractor.

Control Agents and Application Rate. Control agents for this project **must be supplied by the Contractor and applied as follows.** **Aerial application of Spike 20P at the rate of 10.0 lbs of product per acre application rate.**

Aircraft. Aerial application via **helicopter.** **Aircraft must have a dry herbicide application system and a GIS system that runs a mapping program.** Shape files shall be provided by the designated TPWD representative.

Kerr WMA

