

Revised Purchase Order



Sales Tax Exemption

Texas Division of Emergency Management is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas Division of Emergency Management.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Purchase Order			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
Sep 10, 2020	AB0563716	1	Sep 16, 2020
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.			
Buyer Contact:			
Buyer	Buyer Email	Buyer Phone Number	
bmj - Jacobs, Bradley	BRADLEY.JACOBS@TDEM.TEXAS.GOV	512.424.2394	
Customer Contact:			
Name:	Donald Wilkerson		
Email:	DONALD.WILKERSON@DPS.TEXAS.GOV		
Phone:	+1 512-424-2567		

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services prior to shipping or performance. This Purchase Order is governed by Texas A&M's Terms & Conditions, which are available online: <http://purchasing.tamu.edu/suppliers/bids-catalogue-tc-form/>

Supplier Information		Delivery Information	
Supplier Name	PEAK PERFORMERS	Delivery Address	
Address	4616 TRIANGLE AVE STE 405 AUSTIN, TX 787512996 US	TAMUS Member:	30-Texas Division of Emergency Management (30)
Phone	+1 512-453-8833	Attn:	Donald Wilkerson
FOB / FREIGHT	Destination	Administration	
Pre-Pay & Add	No	Room	Suite 310
Payment Terms	0, Net 30	1033 La Posada Dr	
Contract Number - Header	962-M3	Austin, TX 78752	
Contract Number - Line	<i>no value</i>	United States	
Quote number		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Note to Supplier

TDEM Travel Clause:

In accordance with Government Code 660.007(b) TDEM further restricts travel costs for lodging and meals to the standard GSA per diem rates for the geographic area which can be found at the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates> . If a city is not listed,

but the county is listed, Use the daily rate of the county. For locations not listed, use the rate given by the Texas Comptroller at the following link: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php> . Contractor shall not charge TDEM for lodging and meals in excess of the GSA rates unless a waiver has been issued in writing in advance by the TDEM Contract Monitor for this PO. Invoice submission and payment shall be made in accordance with the purchase order and submitted in an itemized format that details all travel costs. Eligible travel expenses must comply with the State of Texas travel requirements as found at the following link: <https://fmx.cpa.state.tx.us/fmx/tra>

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	700	Termination	Termination TDEM may at any time by written notice suspend or cancel this Purchase Order without cause. This Purchase Order and any TDEM Contract are subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas. Either Contractor or TDEM may terminate this Purchase Order upon 30 days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such 30-day period. TDEM may terminate this Purchase Order immediately without further notice if Contractor: (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignment or sale of Contractor's assets or business for the benefit of creditors. In no event will such termination by TDEM as provided for under this section give rise to any liability on TDEM's part including, but not limited to, Contractor's claims for compensation for anticipated profits, un-absorbed overhead, or interest on borrowing. TDEM's sole obligation hereunder is to pay Contractor for Goods or Services received prior to the date of termination.

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Travel - Program Specialist IV - Class 1573 - District 14 - Expert Rate - 40 hrs/wk RT - Svc Period:9/10/20 - 8/31/21	N/A	EA	7,500.00 USD	1 EA	7,500.00 USD
Total						7,500.00 USD

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail abvendorhelp@tamu.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas Division of Emergency Mgmt-Accounts Payable ***Do Not Mail Invoices*** Email invoices to invoices@tamu.edu 750 Agronomy Road - Suite 3101 6000 TAMU College Station, TX 77843-6000 United States</p>