



# PURCHASE ORDER

**PO Number:303-9-6002**

*Requisition Number:303-8-01652*

**Order Date:** 3/11/2019

**Released**

MAIL INVOICE TO AGENCY BELOW

TEXAS FACILITIES COMMISSION  
FISCAL MANAGEMENT / ACCOUNTS PAYABLE  
P.O. BOX 13047 Austin, Texas 78711-3047  
OR  
email to: [accountspayable@tfc.state.tx.us](mailto:accountspayable@tfc.state.tx.us)

**Delivery Location**

Multiple -- see line item detail

**Show numbers on all papers and packages**

**Referenced Source or Vendor**

11126335410  
INTERBORO PACKAGING CORP  
114 BRACKEN RD  
MONTGOMERY, NY 12549  
ABRAHAM JEREMIAS  
Phone:(845)457-2700, Fax:(845)457-1927  
[INTERBORO@FRONTIERNET.NET](mailto:INTERBORO@FRONTIERNET.NET)

Blanket Purchase Order for Nitrile Gloves for use by the Texas School for the Deaf, Texas School for the Blind and Visually Impaired and Texas Facilities Commission

Period of Blanket Purchase Order:  
03/11/2019 - 08/31/2019

**Description**

PO may be renewed for two (2) additional one (1) year periods if renewal is executed prior to expiration of PO. Renewals shall be documented by issuance of a Purchase Order Change Notice (POCN).

Award as per IFB 303-8-01652, issued addenda and bid response.

TFC Contact:  
James Wooley, 512-475-2457

**Line Items**

<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Start Date</b>	<b>End Date</b>	<b>Total</b>
NOT-TO-EXCEED AMOUNT	1	IFB	\$1,500.00	3/11/2019	8/31/2019	\$1,500.00

QUANTITIES: TFC does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Respondent is guaranteed. Quantities indicated for each line item in the Attachment B – Pricing Sheet are historical data only and are estimates for future use. These shall not be construed as a minimum or a maximum quantity that TFC may order.

PRODUCTS: The scope of this IFB includes all products identified in Attachment B – Pricing Sheet. The awarded Respondent must be able to provide all products awarded listed throughout the duration of the contract including any renewal periods. Part numbers of the items required under this contract can be found on the Attachment B – Pricing Sheet.

a) Condition of Products: Proposed products shall be new, unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the solicitation.

b) Product Availability: Respondents must agree that there will be no cancellation of products used without an equal and acceptable replacement previously approved by the TFC Contract Manager during the term of the Contract. Contractor must communicate manufacturer's discontinuation of any products to the TFC Contract Manager in writing within five (5) business days. In such instances, Contractor shall work with the Contract Manager to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. Contractors shall offer suggested replacements of discontinued products at least thirty (30) days prior to substitution, including replacement part number, description, list price, applicable discount, and net price.

c) Additional Items: As new items are identified that would fall under the scope of this contract, a quote will be requested from awarded vendor and if acceptable to TFC Contract Manager, can be added to the contract by issuance of a Purchase Order Change Notice (POCN). Newly quoted items shall be comparable in quality and price to items already awarded under contract, and shall adhere to the same standards of product condition, quality, and acceptability as required in this IFB.

FORCED SUBSTITUTION: For the purposes of this IFB, the resulting Purchase Order, and all issued POCNs, the term forced substitution shall be defined as follows, "The act of replacing any item with an alternate item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the ordering entity." By signature of the bid, Respondent has in good faith offered a firm price for each product

proposed with the full intention of supporting the product offering in each via its catalog, store front operations, and stocking inventory. If an ordered item is out of stock, the Contractor must notify TFC for prior approval before substituting for the out of stock item. The practice of forced substitution will not be accepted and will be grounds for termination.

ORDERS OR CALLOUTS: <RESERVED> Method of placement of orders will be coordinated with awarded vendor.

ORDER FILL RATE: The Contractor shall maintain a monthly fill rate of at least 98 percent for all items listed. Line items that are re-ordered, back-ordered, or partially filled are not considered filled line items when calculating the order fill rate. The order fill rate is the percentage of total orders that have all lines filled.

QUALITY ASSURANCE GUARANTEE: Contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of manufacturer warranty. The Contractor shall agree to repair and/or immediately replace without charge (including freight both ways) to TFC any product or part thereof, which proves to be defective or fails within the manufacturer warranty period as specified.

MINIMUM ORDER QUANTITY: Minimum orders for delivery of product on this Contract shall be \$50.

SHIPPING INFORMATION: All shipping shall be F.O.B. Destination. Prices must include all shipping and handling fees unless otherwise stated.

- a) Identification of Shipments: In addition to the complete destination address, each delivery must be clearly marked with the PO number and contain a packing slip.
- b) Packaging and Labeling: All items shipped must be properly labeled, with weather resistant labeling showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information.
- c) Hours of Delivery: Delivery shall be made between the hours of 8:00 am to 4:00 pm (CT) unless prior approval for after-hours delivery has been obtained.

DELIVERY:

- a) Delivery Locations: The delivery locations for orders shall be one of the three locations listed below:
  - i) Texas Facilities Commission, Parking Garage R Warehouse, 1706 San Jacinto Blvd., Austin, TX 78701, ATTN: Receiving Department;
  - ii) Texas School for the Deaf, 1102 S. Congress

Ave., Austin, TX 78704;

iii) Texas School for the Blind and Visually Impaired, 1100 W. 45th Street, Austin, TX 78756.

b) Delivery Schedule: Respondents shall furnish, in the space indicated on the Attachment B – Pricing Sheet a delivery schedule in days for each line item as to time required for delivery after receipt of order (ARO) under normal conditions. Delivery days means business days, unless otherwise specified. Failure to state delivery days may disqualify Respondent. TFC may, at its option, choose to negotiate delivery times.

c) Delivery Acceptance: Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the Contractor delivers products or materials in full compliance with the specifications to TFC's destination, unless delivery is specifically accepted, on whole or in part, by TFC. TFC reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

d) Delivery Delays: If delay is foreseen, Contractor shall provide written notice to TFC and keep TFC Contractor Manager advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TFC to purchase goods and services of the IFB elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for cancellation and/or possible debarment or removal from the State's Centralized Master Bidders List (CMBL).

e) Restocking Fee: TFC may request that Contractor accept return of merchandise already delivered. If the return is required through no fault of the Contractor, Contractor may request a reasonable restocking charge. Restocking charges of 15% or less (including freight) of the original cost of the materials are considered acceptable. Charges exceeding this guideline may require additional justification.

f) Customer Service: Contractor will be required to provide TFC a single point-of-contact to handle questions or resolve problems that arise. A toll-free customer service line must be available between 8:00 AM and 5:00 PM Central time Monday through Friday, excluding holidays. All service representatives must have on-line access to information to provide immediate response to inquiries concerning status of orders (shipped or pending), delivery information, back-order information, contract pricing, contract product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information. Representatives should be available by phone or e-mail.

**NIGP Class:** 201  
**NIGP Item:** 42  
**Object Class:** 300  
**Reimbursement Type:** Not Reimbursable

GLOVE. EXAM. NITRILE. SMALL. POWDER-FREE

Part #: First Care JobGuard-Small-NPFG-E

Delivery in 14 Days  
0 CASE \$26.40 3/11/2019 8/31/2019 \$0.00

**NIGP Class:** 201  
**NIGP Item:** 42  
**Object Class:** 300  
**Reimbursement Type:** Not Reimbursable

GLOVE. EXAM. NITRILE. MEDIUM. POWDER-FREE

Part #: Aurelia-Medium-NPFG-E

Delivery in 14 Days  
0 CASE \$30.80 3/11/2019 8/31/2019 \$0.00

**NIGP Class:** 201  
**NIGP Item:** 42  
**Object Class:** 300  
**Reimbursement Type:** Not Reimbursable

GLOVE. EXAM. NITRILE. LARGE. POWDER-FREE

Part #: Aurelia-Large-NPFG-E

Delivery in 14 Days  
0 CASE \$30.80 3/11/2019 8/31/2019 \$0.00

**NIGP Class:** 201  
**NIGP Item:** 42  
**Object Class:** 300  
**Reimbursement Type:** Not Reimbursable

GLOVE. EXAM. NITRILE. X-LARGE. POWDER-FREE

Part #: Aurelia-X-Lrg-NPFG-E

Delivery in 14 Days  
0 CASE \$30.80 3/11/2019 8/31/2019 \$0.00

**NIGP Class:** 201  
**NIGP Item:** 42  
**Object Class:** 300  
**Reimbursement Type:** Not Reimbursable

**Grand Total \$1,500.00**

Questions or concerns regarding this transaction or service should be directed to: Texas Facilities Commission Procurement Division, Phone: (512) 463-0209 or FAX: (512)236-6164 (The mailing address for the Texas Facilities Commission is at the top of this purchase order.)

**Agency** TFC  
**Fiscal Year** 2019

**Division** Planning and Real Estate Mgmt  
**Program** Property Management  
**Phone** 5124634920  
**Org Code** 0442 - Facility Maintenance  
**Type of Purchase/PCC Code** 'S' Purchases of commodities/services when the total amount is greater than \$25,000.00  
**Work Order Number** N/A

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER. VENDOR GUARANTEES MERCHANDISE WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.

**Invoicing Standards**

To facilitate payments from Texas Facilities Commission please follow the invoicing standards set forth below.

The invoice should include, but is not limited to including:

- (1) the vendor's mailing and e-mail (if applicable ) address;
- (2) the vendor's telephone number;
- (3) the name and telephone number of a person designated by the vendor to answer questions regarding the invoice;
- (4) the state agency requisition number;
- (5) the state agency's name, agency number, and delivery address;
- (6) the commission's purchase order number, if applicable;
- (7) the contract number or other reference number if applicable;
- (8) a valid Texas Identification Number (TIN) issued by the Comptroller of Public Accounts;
- (9) a description of the goods or services, in sufficient detail to identify the order which relates to the invoice;
- (10) unit numbers corresponding to the original order; and
- (11) other relevant information supporting and explaining the payment requested or identifying a successor organization to an original vendor, if necessary.

**FOB DESTINATION CASH DISCOUNT: 0% 0 DAYS.**

**TEXAS FACILITIES COMMISSION INTERNAL PURCHASING**

PURCHASER: \_\_\_\_\_  
Gamino Jr, Rico - CTPM, CTCM, 5129363567

**(IN ACCORDANCE WITH YOUR BID, SUPPLIES MUST BE PLACED IN THE AGENCY RECEIVING ROOM IN DAYS FROM RECEIPT OF ORDER.)**

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this number order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas

[\(Show Terms And Conditions...\)](#)