



Texas Juvenile Justice Department
Business Unit # 64400
Purchase Order # 20-0000028

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **US MAIL** PCC: E Date: **09/2** PO Method: **6/19** **DG** Dispatch: **Dispatch** Rev Dt: **Via Email**

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

Vendor: Don Jackson Construction Inc
[Redacted]
United States

Ship To: 34.MART - Mart Delivery Location
116 Burleson Rd.
Mart TX 76664
United States

Vendor ID: 1562556009 7

Purchaser: Jeanette M Vrabel

Phone:

Fax:

Email: Jeanette.Vrabel@tjtd.texas.gov

Bill To: McLennan Cty Juvenile Correctional Facility
116 Burleson Rd.
Mart TX 76664-1107
United States

Fax:

Email: MCLinvoice@tjtd.texas.gov

Authorized Signature

[Redacted Signature]

09/26/2019



Texas Juvenile Justice Department
 Business Unit # 64400
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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1- 1	Hay Lease- Mart Facility	971/35	1.0000	LOT	\$0.00000	\$0.00	09/26/2019
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Schedule Total \$0.00

Contract ID:
CON0001104

ReqID:
REQ0059136

Commodity Code: 971-35
 Reference IFB # 644-9-112818
 Contract Number: CON0001104

Revenue PO

Payment by vendor will be in the amount of \$800.00 for 1 year (12 months) from bid received 8/29/19.

This award is for Texas Juvenile Justice Department to lease approximately 44 acres of land (property) of the campus of the Texas Juvenile Justice Department (TJJD) McLennan County State Juvenile Correctional Facility (MCSJCF) in Mart, Texas at the address of 116 W. Bureson Rd, Mart, Texas 76664.

The use of the acreage is only for raising grass/hay.

The awarded vendor will have the rights to cut, rake and bale (square or round) grass/hay on the land at their own expense.

Animal grazing is prohibited.

Awarded vendor, at their own expense, may fertilize the land. However, fertilizing is not required. There is no guaranteed amount of hay cuttings from this property.

Grass/Hay must be cut at a minimum of once per year unless drought conditions exist.

At the vendors own expense, vendor is required to remove the baled hay within a reasonable time one (1) to two (2) weeks after baled, weather permitting. The hay cannot be stored on the campus of the school.

TJJD-MCSJCF (facility) will maintain an approximately 25-30 feet of plow line around the facility and will mow existing green fencing located at the south of the property and around the water tower.

State or local law enforcement will have access to the leased property at any given time.

In the event of a security breach at the facility or maintenance repair required, vehicles may be necessary on leased property and possible grass/hay destruction could occur. The state and/or facility will not be held liable for any damages to lessor equipment or personnel and no financial compensation will be given.

TERM:

The term of this contract is as follows:

Initial Term: Date of award through one full year.

With the option to renew the contract for four (4) additional, one year terms.

The initial term of this contract shall begin on 9/26/2019 through 9/25/2020 with options to renew for four (4) 1-year terms at the TJJDs discretion. A Purchase Order will be process for each renewal option that will be exercised by TJJD.

Renewal options:

Renewal option 1: 9/26/2020 through 9/25/2021

Renewal option 2: 9/26/2021 through 9/25/2022

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Renewal option 3: 9/26/2022 through 9/25/2023
 Renewal option 4: 9/26/2023 through 9/25/2024

Renewal options are at the sole discretion and best interest of the State of Texas. Renewal options are agreed upon by both parties of the contract.

Cancellation:

Either party may cancel the contract (with or without cause) by a 30 day written notification, prior to date of cancellation.

By TJJJ: The price for the number of remaining months will be prorated to the awarded vendor.

By Awarded Vendor: The entire year of payment will be forfeited.

AGENCY POINT OF CONTACT REGARDING PURCHASE ORDER

Jeanette Vrabel, Contract Specialist:
 Phone: 512-490-7728
 E-mail: Jeanette.Vrabel@tjjd.texas.gov

AGENCY POINT OF CONTACT REGARDING LAND

The TJJJ point of contact for land inspection is:

Jimmie Jenson
 Maintenance Supervisor
 Phone: 254-297-8364

The State of Texas-TJJJ will not provide any refunds or adjustments except as stated for cancellation by the agency.

ADDITIONAL TJJJ TERMS AND CONDITIONS

Payment:

Awarded Vendor payments are due to TJJJ-MCSJCF by the fifteenth (15th) day of first month of award every year.

Make checks payable and mail to:

TJJJ-MCSJCF
 %Business Services
 116 W. Burleson Rd.
 Mart, TX 76664

Vendor shall reference the purchase order number and/or the contract number on all invoices.

Additions/Deletions:

Amendments or Purchase Order Change Notices (POCN) may be made for additions/deletions of goods or services under the same terms and conditions of this contract. All amendments or POCNs shall be issued in writing.

VENDOR CONTACT INFORMATION:

Vendor name: __Don Jackson Construction, Inc.

Vendor contact name: _Tony Jackson_____

Vendor phone number: _254-644-7935_____

Vendor fax number: ___254-896-3007_____

Email: tony@donjacksonconstruction.com

Awarded vendor here by acknowledges receipt and accepts award of this Purchase Order agreement and Terms here in. Signature of

Authorized Signature

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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
	authorized representative is requested and a signed copy of the Purchase Order to be returned to TJJD.						
			9-30-19				
	Authorized Signature Don Jackson Construction, Inc.		date				
						Item Total for Line # 1	\$0.00

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.

Authorized Signature 	<u>09/26/2019</u>
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Purchase Order Terms and Conditions

Any vendor furnished terms and conditions attached to a bid, quote, or purchase order will not be considered, unless specifically referred to in the purchaser order (PO). Vendor supplied terms and conditions may result in disqualification of their bid and rescinding of purchase order. These terms and conditions which become a part of any purchase order issued by TJJD will supersede a vendors terms and conditions unless otherwise mutually agreed to in writing and referred to in the purchase order.

Vendor Affirmation Providing a false statement is a material breach of PO terms and shall void the submitted bid or any resulting contract or PO. In such case a Vendor shall be removed from all bid lists. By accepting this PO, the Vendor hereby certifies that:

The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Pursuant to Section 2155.004, Government Code, the vendor has not received compensation for participation in the preparation of the specifications for this purchase.

Pursuant to Section 231.006 (d), Family Code, re: child support, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified payment and acknowledges that this contract or PO may be terminated and payment may be withheld if this certification is inaccurate.

Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICIERS, AND EMPLOYEES, AND TJJD, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THIS PO. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TJJD.

Vendor agrees that any payments due under this PO will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Vendor certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, vendor will complete the following information in order for the bid to be evaluated:

Name of Former Executive Name of State Agency

Date of Separation from State Agency Position with Vendor

Date of Employment with Vendor

Vendor agrees to comply with Texas Government Code 2252.901. If the Vendor and/or any of its employees have been employed by TJJD within the last 12 months, fill in the following information and return to the purchaser immediately. Failure to disclose this information may result in the termination of this PO:

Name of Former Employee Date of separation from TJJD Date of employment with Proposed Vendor Position with Proposed Vendor

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the vendor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the vendor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information that state auditor considers relevant to the investigation or audit. Vendor will 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.

Purchase Order Number: Vendor Name:

Order Date:

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

Vendor certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating

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to procurement and that vendor is not listed on the federal governments terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov/>

Vendor agrees to comply with Texas Government Code 2155.4441 relating to use of service contracts for products produced in the State of Texas.

Vendor certifies that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

Funding Out Clause: Any PO issued by TJJD is contingent upon the continued availability of lawful appropriations of funds by the Texas Legislature.

Addition/Deletion: Amendments may be made for additions and/or deletions of goods or services under the same terms and conditions of this order.

Authorized Relief from Performance (Force Majeure): The agency may grant relief from performance of the PO if the vendor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the vendor. The burden of proof for the need of such relief shall rest upon the vendor. To obtain release based on Force Majeure, the vendor must file a written request with the ordering agency.

Dispute Resolution: The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, by the Texas Juvenile Justice Department and the vendor to attempt to resolve any claim for breach of contract made by the vendor. The submission, processing and resolution of the vendors claim is governed by the published rules adopted by the Texas Juvenile Justice Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Delivery:

Vendor shall show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates vendor to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded or PO terminated.

If delay is foreseen, vendor shall give written notice to the appropriate ordering entity. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the TJJD to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

No substitutions permitted without written approval of TJJD.

Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the agency purchase order number as shown on the order. Each shipment must be accompanied by a packing slip referencing this information.

Inspection and Tests: All goods are subject to inspection and test by the Agency. Authorized TJJD personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Upon request, tests shall be performed on samples submitted or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification.

Goods, which have been delivered and rejected in whole or in part, may be, at the States option, returned to the vendor at vendors risk and expense or disposed of in accordance with TBPC rules or State statutes. Latent defects may result in revocation of acceptance of any product.

Acceptance: Inspections shall occur when the merchandise is being unpacked, uncrated, etc. The merchandise shall be checked against the purchase order for damages, shortages and compliance with the orders specifications. The agency shall inspect all shipments received against purchase order and report any discrepancies (allowance for concealed damages) to the vendor no later than 15 days from initial delivery. All deliveries shall be subject to further inspection prior to acceptance (e.g., concealed damages, shortages, etc.). A vendor may be required to pick up any merchandise not conforming to specifications and replace the merchandise immediately.

Damage Assessment: If a vendor is in default on an order, the State reserves the right to purchase the item(s) in default and charge the increase in price, if any, and cost of handling to the vendor.

Purchase Order Number: Vendor Name:

Order Date:

Acceptance of a PO: By accepting this PO, vendors accepts the terms, conditions and specifications contained herein. Acceptance is defined as vendor performing any work or services related to this purchase. The PO shall be governed, construed and interpreted under the laws of the State of Texas. Any legal actions must be filed in Travis County, Texas. Factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007 and 2157.003 shall also be considered in awarding a PO.

Damages for Failure to Perform: A vendor who fails to perform as required under a PO shall be liable for actual damages and costs incurred by the agency and/or the State of Texas. If merchandise delivered under a PO has been used or consumed by the agency and on testing is found not to comply with specifications, no payment may be approved for such merchandise until the amount of actual damages incurred has been determined. A vendor who fails to pay such damages assessed by the agency/state may not be awarded additional POs until such damages have been paid or the matter has been otherwise resolved.

Payment: Invoices must be submitted to the receiving entity and must indicate the vendors Texas Payee Identification Number. Invoice must show the receiving entitys name, must correspond with the item(s) as numbered on the purchase order, shipment date of merchandise and applicable purchase order number and date of purchase order. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payments for merchandise purchased with state appropriated finds will be made through state warrants issued by the Comptroller of Public Accounts. Discount(s), if applicable, must be stated.

Prompt Payment: Terms of payment shall be in accordance with Chapter 2251 Texas Government Code.

Patents or Copyrights: The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

Vendor Assignments: Without the prior written consent of TJJD, Vendor may not assign this PO, in whole or in part, and may not assign any right or duty required under it.

Anti-Trust: Vendor represents and warrants that neither Vendor nor any firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this PO.

Termination: TJJD may terminate for convenience its obligations under this PO by giving thirty (30) days notice. TJJD may be responsible for the cost

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associated with a termination for convenience. TJJD may terminate its obligations under this PO immediately in the event conditions exist that threatens the health, safety or welfare of TJJD youth or in the event of breach of by vendor. TJJD may terminate its obligations under this PO for failing to complete any corrective actions specified, provided no extenuating circumstances exist. TJJD may terminate its obligations under this PO if vendor is non-compliant with any area of the terms and conditions; or is below standards in overall performance of the work required by this PO. TJJD shall terminate this PO in the event that TJJD is not granted funding to pay for the herein described products or services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

Severability: If any part of this PO is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application and to that end the provisions of this PO are declared to be severable.

Payments Owed State: In accordance with Tex. Government Code Ann. 403.055(h) any payments owed to the vendor under this PO will be applied toward elimination of the vendors indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full. Vendor agrees that any payments due under this PO will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Subcontracting Program (HUBs) Good Faith Effort: State agencies are required to make a good faith effort to assist Historically Underutilized Businesses (HUBs) in receiving contract awards issued by the state, see Tex. Govt Code Ann. Title 10, Subtitle D, Chapter 2161. The goal of the program is to promote fair and competitive business opportunities for all businesses contracting with the State of Texas. In the event this PO exceeds \$100,000.00, vendor will be required to submit a HUB Subcontracting Plan (HSP) demonstrating its Good Faith Effort (GFE) in providing opportunities to HUBs. Failure to do so may result in the immediate termination of this PO.

Recycled/Remanufactured/Environmentally Sensitive Products: Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. Post-consumer means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of environmentally sensitive.

Material Safety Data Sheets: A vendor must provide, at no cost, at least one copy of any applicable Manufacturers Material Safety Data Sheets (MSDS). If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

Purchase Order Number: Vendor Name:
 Order Date:

Advanced Technology Clause 22 TexReg 10551: The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included with the technology or because it is readily adaptable by use with other technology, of:
 providing equivalent access for effective use by both visual and nonvisual means;
 presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and
 being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

Public Information Act: Information, documentation and other material in connection with the solicitation or any resulting PO may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the Public Information Act).

Condition of Products: All items supplied shall be new and unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified and approved by TJJD.

Warranty: Manufacturers standard warranty shall apply unless otherwise stated.

Freight Charges F.O.B. Point: All purchases shall be F.O.B. destination, transportation prepaid and allowed, i.e., included in the price bid, (sidewalk or store-door delivery) unless special PO instructions direct or permit otherwise.

Prices: Prices must be firm for acceptance for 60 days from bid opening date unless otherwise specified.

Audits: Vendor understands that it and its subcontractors by accepting funds directly or indirectly under this PO are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations pursuant to Chapter 2262 of the Texas Government Code. Vendor shall include a clause in its subcontracts providing that its subcontractors are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations. Under the direction of the legislative audit committee, a Vendor that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Failure to cooperate with or provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit may subject Vendor to criminal penalties.

Vendor Performance: In compliance with the provisions of the Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and the Texas Administrative Code, Title 1, Chapter 113.6, information obtained from CPA's Vendor Performance Tracking System (http://www.window.state.tx.us/procurement/prog/vendor_performance/) may be used in evaluating bids or proposals for goods and/or services to determine the best value for the state.

Criminal Background Checks: Vendor shall provide all required information and assistance for TJJD to conduct criminal back ground checks on all persons that TJJD determines is required to be background checked and fingerprinted. This may include any staff required to enter a TYC facility where youth reside or who have access to TJJD youth or TJJD youth information under this Agreement. All criminal back ground checks will be performed at TJJDs expense.

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Vendor shall notify TJJJs Director of Human Resources of any employee, agent, consultant, subcontractor (including any subcontractor employee) that s arrested, indicted or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations or is fired during the term of this agreement.

All criminal background checks will be conducted in accordance with TJJJ policies and procedures. TJJJs designated contact for criminal background checks is the Director of Human Resources at (512) 424-6000. TJJJ has sole discretion to decide which persons working under this Agreement are required to submit to a criminal background check and which persons shall be excluded from TJJJ facilities or other work under this Agreement or subject to other security restrictions.

Certification Regarding Disaster Relief: Under Sections 2155.006 and 2261.053, Government Code, the vendor certifies that the individual or business entity named in this bid or PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

Authorized Signature

A black rectangular box redacting the signature of the authorized representative.

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