

AM02 - Texas A&M University

P.O. Date: 3/7/2017

Purchase Order

Purchase Order Number

AM02-17-P047214

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

V E N D O R	Vendor Number: 00110174 Shur-Rig LLC
	PO Box 1725 Buda, TX 78610

S H I P T O	University Cntr & Spcl Events/Rudder Theater Complex Attn: Joani Groce 979-845-8901 j-groce@tamu.edu RUDDER TOWER Room 107 1232 TAMU COLLEGE STATION, TX 778431235 US Email: j-groce@tamu.edu Phone: (979) 845-8901
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B I L L T O	ATTN: FMO Accounts Payable 750 Agronomy Road - Suite 3101 6000 TAMU Attn: Email invoices to invoices@tamu.edu Attn: Do not mail invoice if sending via email College Station, TX 778436000 USA Email: invoices@tamu.edu Phone: (979) 845-8362
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INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

Please login to Buy A&M to retrieve attachments associated with the Purchase Order.

Solicitation (Bid) No.:

Payment Terms: 1% 15 Net 30
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Allowed
Delivery Calendar Day(s) A.R.O.: 0

Item # 1

PAR Requirements for Self - Performing Vendors

The HUB Subcontracting Plan (HSP) submitted with the bid response shall become a provision of the purchase order. The vendor cannot change a subcontracting plan prior to its incorporation into the purchase order. TAC 20.14 (5). Per the Texas Administrative Code Chapter 20.14, Texas A&M requires the following:

Vendors self-performing must submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) to Texas A&M University on a monthly basis. The vendor will maintain business records documenting its compliance with the approved HSP and will submit a PAR to the Texas A&M Department of Procurement Services no later than the 5th calendar day of the month until the purchase order has been paid in full. TAC 20.14 (d). All PAR's shall be sent via e-mail to the following address: hubprogram@tamu.edu . Payment requests submitted without the PAR will not be processed.

-Changes may not be made to the HSP without prior review and approval from the Texas A&M Department of Procurement Services. The vendor shall submit to the TAMU point of contact provided below a revised HSP if determined subcontracting will be necessary.

If the selected vendor subcontracts any of the work without complying with TAC 20.14 and without prior approval from the Texas A&M Department of Procurement Services, the vendor will be deemed to have breached the purchase order and be subject to any remedial actions provided by Texas Government Code, Chapter 2161, state law and TAC 20.14 (6). Texas A&M will report nonperformance relative to its purchase order to Texas Procurement and Support Services in accordance with TAC 20.105, Subchapter F relating to the Vendor Performance and Debarment Program.

Texas A&M Point of Contact:

Buyer: Patty Winkler, C.P.M.
Phone: 979-845-4556
Email: p-winkler@tamu.edu

A copy of the PAR can also be found at the following link:
<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Item # 2

Maintenance and Service on Rigging, Overhead Work and the Mechanical aspects of equipment located in the Texas A&M University, Rudder Theater on the College Station campus for the period of March 7, 2017 through August 31, 2017.

Scope of Work

All work shall take place over several periods between production schedules as time allows. Each period of work shall consist of a two-week period. All work shall be performed by a qualified and trained technician(s), primarily in the rigging of Theatre systems.

The work crew shall consist of a supervisor, assistant supervisor and at minimum three crew members. At all times there shall be at least one (1) supervisor on-site during maintenance and service. The Supervisor will work with Rudder staff to assure scheduling and or goals for each day and service period are performed. The Supervisor shall also be responsible for setting up safety protocols making sure that all safety equipment and personal protection equipment is being used in accordance with OSHA and other safety standards. The Supervisor shall also make sure that all work done is done in accordance with the ANSI standards that apply to theater rigging as well as manufacturer's guidelines for all service, maintenance and applications.

The successful vendor shall work with the Rudder staff to assure that any equipment and updates will work for the space(s). The successful vendor shall provide safety equipment and rigging equipment with limit to scope at hand as well as provide safety training for general and specific hazards. The successful vendor shall provide training for any specific tools and the operations and applications along with making the Rudder staff aware of safety concerns and work in conjunction to mitigate these concerns.

Components of Work

- Inspect components
- Develop plan for remaining work and assist in developing methods going forward in the remaining areas
- Make safe, remove weight and disassemble the components of the counterweight fly system
- Lowered associated components to the floor for their inspection and repair and reassembly
- Remove wire rope from the fly system
- Inspect arbors remove wire rope components from arbors remove wire rope components from battens
- Inspect battens
- Once the blocks have been inspected and reassembled they will be raised to the grid and reinstalled
- Reinstall new wire rope with new terminations and attach to head block; Trim wire rope attached assemblies of trim chain reinstall back to batten
- Work to resolve the rigging in the small double purchase system and the mulling geometry.

Item # 3

Renewal:

Texas A&M University reserves the right to renew the awarded agreement for an additional four (4) years, one (1) year at a time, if mutually agreed upon by both parties with all terms and conditions remaining firm.

In the event of renewal, contract pricing may increase as per the quoted maximum percentage increase for each renewal period.

9-1-17 - 8-31-18:	0%
9-1-18 - 8-31-19:	3%
9-1-19 - 8-31-20:	3%
9-1-20 - 8-31-21:	3%

Cancellation:

Upon award, this agreement is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using agency.

Texas A&M reserves the right to cancellation within thirty (30) days written notice.

Unacceptable performance by the vendor may be cause for immediate cancellation if deemed necessary by TAMU Procurement Services.

Insurance Requirement:

It is understood that all equipment and material supplied by the vendor shall remain their property until such time as accepted or paid for by TAMU. The vendor shall protect them with appropriate insurance against theft or other loss or damage.

The successful vendor will be required to provide proof of insurance in the amounts indicated in Attachment A, with Texas A&M University listed as an additional insured party. Upon award, an updated COI will be required and it shall be the responsibility of the vendor to maintain a current certificate on file with Procurement Services during the term of the agreement.

Submit Insurance Certificate to:

Texas A&M University
Procurement Services
PO Box 30013
College Station TX 77842-3013

NOTE: Certificate of insurance on file with Procurement Services with expiration date of 11/1/17

Item # 4
Class-Item 917-05

Phase 1-5; each phase consisting of two (2) weeks

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
5.00	\$ 45,450.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 227,250.00

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 227,250.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.
State and City Sales Tax Exemption Certificate: The A&M System 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 Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: Patty Winkler

Email: p-winkler@tamu.edu

Phone#: (979) 845-4556

BUYER