

# AM02 - Texas A&M University

P.O. Date: 11/9/2016

## Purchase Order

Master Blanket Number

AM02-16-P037959

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

V E N D O R	Vendor Number: 00059780 FIRST CLASS TOURS INC
	12703 EEX FWY HOUSTON, TX 77039

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

S H I P  T O	
B I L L  T O	

<p><b>Please login to Buy A&amp;M to retrieve attachments associated with the Purchase Order.</b></p> <p>Solicitation (Bid) No.: AM02-16-B000564</p>	<p>Payment Terms: Net 30</p> <p>Shipping Terms: F.O.B., Destination</p> <p>Freight Terms: Freight Allowed</p> <p>Delivery Calendar Day(s) A.R.O.: 0</p>
<p>Item # 1</p> <p>This is not an order - this is for information purposes only. Orders will be placed on an as needed basis as per the terms and conditions listed herein.</p>	
<p>Item # 2</p> <p>PAR Requirements for Self - Performing Vendors</p> <p>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&amp;M requires the following:</p> <p>Vendors self-performing must submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) to Texas A&amp;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&amp;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.</p> <p>-Changes may not be made to the HSP without prior review and approval from the Texas A&amp;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.</p> <p>If the selected vendor subcontracts any of the work without complying with TAC 20.14 and without prior approval from the Texas A&amp;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&amp;M will report</p>	

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 # 3

Pool of Vendors, Blanket Order to Provide Charter Bus Services for various departments located on the campus of Texas A&M University, College Station, TX, for the period of November 9, 2016 through August 31, 2017.

The resulting pricing, terms and conditions shall be extended to Texas A&M University System Members (A&M System) and any other entities interested in utilizing the agreement.

Quantities are estimates only and do not guarantee purchase. Services to be provided at times and in quantities requested by ordering department.

Upon award, orders will be placed that refer to your offer. All invoices must reflect price(s) quoted and must reflect the purchase order number issued by Texas A&M, Procurement Services.

Any unused quantities as of August 31, 2017 shall be considered canceled.

Texas A&M reserves the right to order elsewhere if items are not available for shipment.

Vendor to indicate contact person and contact phone and fax numbers where orders are to be placed:

Contact: Tena Hay

Telephone Number: 832-459-5008

Email: tena@firstclasstours.net

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.

If the renewal option is exercised, the awarded vendor may increase their contract price to reflect increases in the cost of providing the service. Vendors must quote a price adjustment factor in terms of a maximum percentage increase for each extension period.

9-1-17 - 8-31-18: 3%

9-1-18 - 8-31-19: 3%

9-1-19 - 8-31-20: 3%

9-1-20 - 8-31-21: 3%

Cancellation:

Upon award, any order is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.

Texas A&M University reserves the right to immediate cancellation due to non-performance.

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

Payment Terms:

Payments shall be Net 30 days after receipt and acceptance of equipment and/or service

Additional Vendors:

Texas A&M University reserves the right to add additional vendors to the pool during the term of the agreement and any extensions. Vendors added to the pool will be required to complete a bid invitation form and HUB Subcontracting Plan for approval by Procurement Services.

## Item # 4

## Equipment:

The successful vendor shall work with ordering department to meet required equipment needs.

## Mandatory:

Operating equipment must be a full fifty-five (55) or larger passenger motor coach, as requested by each trip coordinator, 2009 or newer in excellent operating condition with the following:

1. Air conditioning and heating
2. Under storage for luggage for fifty-five (55) passengers
3. On board restrooms with holding tanks and lavatory
4. PA system and microphone
5. DVD player and monitors
6. Satellite radio and compact disk player

The following equipment is preferred, but not mandatory:

1. Wi-Fi and satellite televisions
2. Power outlets at every seat
3. Reading lights

In markets where no equipment is available that meet the 2009 or newer equipment requirement, such as Lubbock, TX, Texas A&M University reserves the right to waive the year model requirement if it is in the best interest of Texas A&M University to do so.

## Bus Agent

## Mandatory:

Charter service must have an agent who can be on campus for any necessary meetings within 24 hours of notification the week prior to a scheduled charter. Charter service must have an agent who is available by telephone 24 hours per day for the duration of a scheduled charter.

## Agent Contact Information:

Agent name: Tena Hay  
 Daytime phone number: 281-590-8800 / 832-459-5008  
 Evening phone number: 832-459-5008  
 Cellular phone number: 832-459-5008

Charter service must have an agent on-site when a scheduled charter commences. (The lead driver will not be sufficient.)

1. Bus will be dispatched from: Houston TX
2. Names and phone numbers of probable dispatchers:

John Anderson - 713-805-8424 or Billy White - 832-443-9902

## Vendor Responsibilities/Requirements:

1. Drivers must be full-time with extensive experience.
2. Requires handpicked drivers by dispatcher. Dispatcher needs to coordinate selection, subject to approval of the Texas A&M trip coordinator.
3. It will not be acceptable to use board-to-board, next-man-up driver selection approach. No part-time drivers will be accepted for these charters without preapproval by Texas A&M trip coordinator.
4. Texas A&M trip coordinator must be advised of any/all changes in driver assignment at least 24 hours in advance of trip.
5. Agent will work with individual Texas A&M trip coordinators on all arrangements for each trip.
6. Charter company, agents, and coordinators must have a minimum of five (5) years experience handling athletic related travel.

## Police Escort:

The charter company must provide police escort service as needed at the request of the trip coordinator.\*\*Police escort charges will be passed along at cost.\*\*

## Required Registration:

1. I.C.C. Certificate MC346969C
2. TXDOT Registration Certificate, 774995, attached to file

Vendor to have the following information available when requested.

1. TXDOT Equipment Listing
2. License/Registration/Certification information for out-of-state bus companies.

## Out of Area Maintenance:

Charter Service shall have out of area maintenance arrangements.

## Charges:

Charges for highway, bridge, ferry tolls, and parking fees may be passed along, at cost, to the charter party. No other charges, unless outlined here-in, may be assessed to the charter party. \*\*Lodging for drivers (single room) to be provided by TAMU or passed along at cost.\*\*

Cancellation of trips:

Texas A&M University will pay no penalty for cancellation of trips made at least forty-eight (48) hours in advance of the scheduled departure time.

Indicate charges for cancellations made with less than forty-eight (48) hours

Notification as described below.

\*\*less than 48 hours but more than 24 hours prior to scheduled departure time:

10%

\*\*less than 24 hours prior to scheduled departure time, and after buses have been Dispatched for the charter:

25%

#### Item # 5

Confirmation:

Confirmation of buses must be provided to the Texas A&M trip coordinator within five (5) business days of the receipt of trip schedules.

It shall not be acceptable to confirm reservation or expected provision of a smaller passenger bus in lieu of the mandatory specification for a fifty-five (55) passenger unit as specified in this bid invitation, nor the substitution of a bus older than the 2009 model year in lieu of the newer unit without approval from Texas A&M University.

Drivers shall be responsible for paying for any meals themselves.

Insurance Requirement:

All bidders placed within the pool, must maintain a current insurance certificate in the amounts specified with the bid invitation B000564. During term of master order, submit certificate of insurances to the following:

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

or via email or fax -

p-winkler@tamu.edu  
979-862-3383

Sample Pricing:

One Way Trip

Depart College Station, TX at 8:00 a.m. and arrive in Palestine, TX - 27 buses @ \$1,100.00 each

Round Trip

Depart College Station, TX at 8:00 a.m. and arrive in Arlington, TX - 1 bus @ \$1,600.00 each

Round Trip - Three (3) Day Trip

Depart College Station, TX at 8:00 a.m. and arrive in Fredericksburg, TX

Depart Fredericksburg, TX at 8:30 p.m. and arrive in College Station, TX - 1 bus @ \$3,300.00 each

#### Item # 7

Class-Item 961-13

Pricing:

Request for Quotes shall be requested of vendors within the pool to determine the best value for each event. Pricing shall be provided on an as needed basis as per the terms and conditions indicated here-in.

Upon award, the purchase order shall be issued based on the event pricing provided with all terms and conditions of master order shall apply to each individual order.

Charter Rates:

Live Miles:	\$3.50
Dead Miles:	\$1.50
Minimum Rate:	\$675.00
Per Hour Rate:	\$85.00
Day Rate (Up to 12 hours)	\$1,100.00
Relief Driver Charge:	\$350.00

Fuel surcharge based on average fuel price during month of service:

Fuel Cost	Fuel Surcharge
Fuel cost less than \$2.50/gallon -	0%
Fuel cost greater than \$2.50/gallon -	4%
Fuel cost greater than \$3.00/gallon -	7%
Fuel Cost greater than \$3.50/gallon -	10%

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 0.00

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.

APPROVED

By: Patty Winkler  
Email: p-winkler@tamu.edu  
Phone#: (979) 845-4556

BUYER

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.