

AM02 - Texas A&M University

P.O. Date: 10/4/2016

Purchase Order

Master Blanket Number

AM02-17-P034257

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

V E N D O R	Vendor Number: 00091371
	Illumination Fireworks LLC
	1605 Crescent Cir Ste 200
	Carrollton, TX 75006

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	

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

Solicitation (Bid) No.: AM02-17-B000663

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

Item # 1

This is not an order - This is for information purposes only. Orders will be placed on an as needed basis that refer to the terms, conditions and pricing listed here-in.

Blanket Order to Provide Special Effects Services on field of Kyle Field located on the Texas A&M University, College Station TX campus for the Athletic Department for the period of October 4, 2016 through August 31, 2017.

Quantities are estimates only and do not guarantee purchase. Services shall be made at times and in quantities requested by Texas A&M, Athletics.

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

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

All items are to be delivered to Athletics, Texas A&M University, College Station, Texas. Texas A&M reserves the right to order elsewhere if items are not available for shipment.

Vendor Contact:

Vendor shall indicate contact person and contact information of the individual who will service the account and where orders are to be placed:

Contact: Jason Love
Telephone Number:
Email: Jason@illuminationfireworks.com

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: 0%
 9-1-19 - 8-31-20: 0%
 9-1-20 - 8-31-21: 0%

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.

Item # 2

Services Requested

Special Effects (Services) on-field of Kyle Field as the Texas A&M football team takes the field pregame. Postgame Fireworks Show of 3 to 4 minutes in length.

Dates of Service

Saturday, 10/8 vs Tennessee
 Saturday, 10/29 vs New Mexico State
 Saturday, 11/12 vs Ole Miss
 Saturday, 11/19 vs UTSA
 Thursday, 11/24 (Thanksgiving) vs LSU (Postgame Fireworks Show)

NOTE: All dates are subject to change year to year. All dates will be coordinated with the Successful Vendor and TAMU, Athletics.

All special effects must be in place and tested prior to Kyle Field Gates opening two (2) hours prior to kickoff. Kickoff times are TBA.

Requested Services:

Atmospheric Services - All Games

- *Minimum of six (6) CO2 Cryo Jet Heads (hoses and tanks)
- *Minimum of two (2) High Output Fog Machine
- *Open to substituting Nitrogen for CO2 effect.

Flame Unit Services - All Games

*Company must provide flame effects from two (2) on-field boxes with custom Texas A&M branding for team entrance. Each box to have a minimum of two flame effect units per box, one primary and one secondary for maximum effect and redundancy.

Flame units must:

- *Be battery operated & capable of self-contained operations in excess of 12 hours.
- *Be operated wirelessly with system containing unique frequencies and wired operation as backup method
- *Be capable of visual warning mode when armed.
- *Have moisture resistant circuitry, capable of operating in high humidity & rainy environments.
- *Contain two (2) electromagnetic valves connected in series for additional system safety.
- *Not have a standing pilot, and must produce effect using direct-spark technology
- *Be capable of flame monitoring and tilt detection for increased system safety.
- *Be capable of multiple equipment mounting options (base, truss, speaker stand, etc.)

Qualified Technicians - All Games

*Minimum of two (2) technicians on-site to execute requested services that are SEO licensed for pyrotechnics, and FEO licensed for flame effects.

*All licensed pyrotechnicians must have at least two (2) years of experience relevant to the effects used.

*Shall provide qualified pyrotechnicians who will deliver, setup, execute and take down the pyrotechnic display, in addition to conducting an after-display search of the grounds in an effort to locate and dispose of any unexploded fireworks.

Item # 3

Additional Effects - One (1) Game / Thursday, 11/24 (Senior Game)

*Minimum of six (6) gerbs strategically placed on-field forming a chute to be fired as each senior member of the team takes the field from the entrance tunnel.

*Postgame Fireworks Show of 3 to 4 minutes in length. Content dependent on site visit and professional recommendation with safety of attending fans of the utmost importance.

Requirements of Service Provider

*Must have minimum of five (5) years of experience providing special effects for NCAA Division I FBS/FCS programs.

*Must provide at least three (3) references of other NCAA Division I FBS/FCS programs served.

*All pyrotechnics will be fired electronically using systems that require a minimum of two actions to activate, no hand firing will be permitted.

Electronic firing systems must have internal memory capable of firing elaborate, pre-designed scripts.

*A computer simulation of the pyrotechnics display must be provided upon request by Texas A&M.

*All special effects and pyrotechnics equipment used must be capable of emergency stop (one action to halt).

*Must physically own twice the amount of gear that is used for each game in case of gear malfunction.

*Must carry \$10 million in liability insurance as well as meet the standard insurance requirements in Attachment A

*Gear and pyro effect spec sheets / MSDS on all product must be provided to Texas A&M for review.

*Any gear or equipment changes must be approved prior to game day by Texas A&M staff

Item # 5

Class-Item 578-36

Special Effect Services on Kyle Field for home football games, as specified above for all standard games

2016 Football Schedule:

Saturday, 10/8 vs Tennessee

Saturday, 10/29 vs New Mexico State

Saturday, 11/12 vs Ole Miss

Saturday, 11/19 vs UTSA

All pricing inclusive of all needed fluid and/or gas as well as technician travel

Pricing includes a 18.66% discount

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
4.00	\$ 5,905.286	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 23,621.14

Item # 6

Class-Item 578-36

Special Effect Services on Kyle Field for home football games, as specified above; standard services and additional services for Senior Game

2016 Football Schedule:

Thursday, 11/24 (Thanksgiving) vs LSU

Pricing inclusive of all needed fluid and/or gas as well as technician travel

Pricing includes a 22.37% discount

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 9,905.59	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 9,905.59

Item # 4

Note To Vendor:

Additional Services:

Texas A&M University reserves the right to add additional services, depending on cost. Texas A&M, Athletics reserves the right to make changes on services requested, from game to game. Any and all changes would be coordinated with the successful vendor prior to requesting service.

Insurance Requirement:

The successful vendor shall submit a sample COI with their bid response meeting the requested requirements:

- Must carry \$10 million in liability insurance; plus
- Standard insurance requirements - Attachment A

It shall be the responsibility of the vendor to maintain a current insurance certificate on file with Procurement Services. All certificates shall be submitted to the following:

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

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 33,526.73

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 WinklerEmail: p-winkler@tamu.eduPhone#: (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.