

Master Order
Texas A&M University, College Station, Texas

Vendor:	
Sam's Limousine & Transportation Inc.	
9215 Rasmus Drive	
Houston, Texas 77063	
Phone:	713.780.7077
Fax:	713.780.7574
Contact:	Kathy Seals
Contact Email:	kathy.seals@samslimousine.com

Billing Address:
Texas A&M University
Financial Management Operations
Attn: Accounts Payable
6000 TAMU
College Station, TX 77843-6000
United States

This Master Order shall be effective as of **September 1, 2019** and pertains to all goods and/or services covered by Texas A&M University Aggie Buy Contract # **C8067960**

This document is **NOT** considered as an order to ship from. Individual orders and/or requests for services as a result of this Master Order shall be requested on an as needed basis.

1. Vendor shall provide goods and/or services as designated on the detailed specifications page that follows, plus the terms and conditions as stated in Invitation-to-Bid # **B000564**, and any addenda thereto, are all made a part hereof and collectively evidence and constitute Texas A&M University Aggie Buy Contract # **C8067960**

2. Delivery Information:

Texas A&M University Various departments College Station, Texas 77843

3. Payment: Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later. Vendor shall submit one copy of an itemized invoice referencing the Aggie Buy Contract number and any departmental issued purchase order number. Owner 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.
4. Term: The term of the Master Order shall be from **September 1, 2019 through August 31, 2020**. This master order may be renewed for one (1) additional year, if mutually agreed to in writing by both parties.

Escalation: 5% per year

5. Insurance: Vendor shall provide the Texas A&M Purchasing Agent listed below certificates of insurance as required in the specifications prior to performing work on campus.
6. Freight Terms: FOB Destination, Freight Prepaid and Allowed
7. Changes: Any changes to the Master Order must be made in writing by the Texas A&M Purchasing Agent as listed below.
8. Tax Exemption: The State of Texas is exempt from all Federal Excise Taxes. Texas A&M University is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, et. seq., for all purchases made for the exclusive use of Texas A&M.
9. The laws of the State of Texas shall govern this Master Order.

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

By: Patty Winkler
Purchasing Agent for Texas A&M University

Detailed Specifications C8037960 Bus Charter Services

This is not an order – This is for information purposes only. Orders will be placed on an as needed basis.

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/>

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 September 1, 2019 through August 31, 2020.

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, 2020 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: Kathy Seals

Phone: 713-780-7077
Fax: 713-780-7574
Email: kathy.seals@samslimousine.com

Renewal 3 of 4:

This agreement may be renewed for one (1) additional year, if mutually agreed upon by both parties with all terms and conditions remaining firm.

9-1-17 – 8-31-18: 5%
9-1-18 – 8-31-19: 5%
9-1-19 – 8-31-20: 5%
9-1-20 – 8-31-21: 5%

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.

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

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:

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

The following equipment is preferred, but not mandatory:

- Wi-Fi and satellite televisions
- Power outlets at every seat
- 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. Bidders must note on their bid, by line item, if the equipment being quoted does not meet the year model or other requirements.

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: Kathy Seals

Daytime phone number: 713-780-7077

Evening phone number: 713-780-7077

Cellular phone number:

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

- Bus will be dispatched from: Houston, TX
- Names and phone numbers of probable dispatchers: Eddie and Faris – 713-780-7077 x 4

Vendor Responsibilities/Requirements:

- Drivers must be full-time with extensive experience.
- Requires handpicked drivers by dispatcher. Dispatcher needs to coordinate selection, subject to approval of the Texas A&M trip coordinator.
- 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.
- Texas A&M trip coordinator must be advised of any/all changes in driver assignment at least 24 hours in advance of trip.
- Agent will work with individual Texas A&M trip coordinators on all arrangements for each trip.
- 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.

Required Registration:

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

Vendor to have the following information available when requested.

- TXDOT Equipment Listing
- 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.

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
20% of trip – minimum of \$200.00 per bus

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.

Sample Pricing:

One Way Trip

Depart College Station, TX at 8:00 a.m. and arrive in Palestine, TX - 27 buses @ \$1,156.75 each

Round Trip

Depart College Station, TX at 8:00 a.m. and arrive in Arlington, TX - 1 bus @ \$1,730.50 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 @ \$3,900.00 each

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.

Insurance Requirement:

All bidders placed within the pool, must maintain a current insurance certificate in the amounts specified with the bid invitation B000884. 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 or 979-862-3383