AM02 - Texas A&M University

Purchase Order

Vendor Number: 00005121
BP Equipment Company
805 Clear Creek Ave
League City, TX 77573-5456

P.O. Date: 9/2/2016

Master Blanket Number
AM02-17-P030827

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

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

Solicitation (Bid) No.:

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

Item # 1

This is not an order - This is for information purposes only. Orders will be placed against this blanket order on an as needed basis in reference to the terms, conditions, discounts and pricing indicated here-in.

Item # 2

Blanket Order, Discount from List to Provide Entire Catalog of Magnetic Brand Equipment, Installation and On-Site & Off-Site Maintenance and Repair Services to Transportation Services located on the campus of Texas A&M University, College Station TX for the period of September 1, 2016 through August 31, 2017.

The estimated annual expenditure for equipment and services is $50,000.00. Actual usage may be more or less, than estimated.

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

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

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

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

Discount and labor rates shall remain firm through time frame listed above.
Verification of Discounts Rates Offered:

Texas A&M, Accounts Payable must be able to identify the list price and discounted price for each item to verify that the correct discount rate was applied prior to each payment. Bidders are asked to either provide a current price list that includes the list price and discounted rates or provide a written quote that includes the necessary pricing for verification for each order. It shall be the responsibility of the vendor to provide this information and if TAMU Accounts Payable is unable to audit pricing offered, delays in payment processing may occur.

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: Bob Hall
Telephone Number: 281-332-0288
Fax Number: 281-332-0431
Email: bob@bpequipment.com

Item # 3

Installation:

Some of the requested equipment shall be supplied as a complete operational system, set-up and ready for use.

These projects shall be considered a "turnkey" project that includes all aspects of the installation.

On-Site and Off-Site Maintenance and Repair:

Service and delivery are important to Texas A&M, Transportation. The parking facilities are operated twenty-four (24) hours per day, seven (7) days a week, year round.

Service/Maintenance shall be performed On-Site, to include all labor and travel, for repairs, cleaning and servicing of equipment.

Vendor must be able to respond to emergency calls (nights, holidays and weekends) as needed by Texas A&M. Vendor’s response time including nights, weekends and holidays, shall be four (4) hours via telephone and twenty-four (24) hours for on-site service.

Texas A&M requires the vendor to maintain sufficient inventory to provide next day delivery, including weekends, if necessary. For part(s) orders placed by 2:00 p.m., delivery shall be expected, next day seven (7) days a week.

Texas A&M may request overnight delivery of non-stock parts, not normally stocked by the vendor. In those instances, Texas A&M shall pay the expedited freight charges, if agreed upon at time of order.

Warranty:

Vendor will provide one (1) year minimum warranty on labor, parts and accessories. Vendor is expected to provide prompt service that is due under warranty. Performance in these areas shall be a definite factor in the extension or termination of the agreement.

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
Attn: Patty Winkler
PO Box 30013
College Station TX 77842-3013
or via email or fax:
p-winkler@tamu.edu
979-862-3383

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, conditions and discounts 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: 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, 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.

Payment Terms:

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

Texas A&M is to be invoiced for actual time worked and at rates bid here-in. Parts to be invoiced at list price less discount.

Item # 5

Entire Catalog of Magnetic Brand Equipment parking equipment shall be offered to Texas A&M - Transportation Services at:

15% Discount from List

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
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<th>Freight</th>
<th>Total Cost</th>
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Item # 6

Class-Item 936-53

On-Site Installation, Monday through Friday, 8:00 a.m. to 5:00 p.m. - Hourly Rate

Plus Travel Cost - $140.00

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Item # 7

Class-Item 936-53

On-Site Installation, After Hours, Weekends and University Holidays - Hourly Rate

Plus Travel Cost $140.00

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### Item # 8
Class-Item 936-53

On-Site Maintenance and Repairs, Monday through Friday, 8:00 a.m. to 5:00 p.m. - Hourly Rate
Plus Travel Cost - $140.00

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### Item # 9
Class-Item 936-53

On-Site Maintenance and Repairs, After Hours, Weekends and University Holidays - Hourly Rate
Plus Travel Cost - $140.00

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### Item # 10
Class-Item 936-53

Off-Site Maintenance and Repairs, Hourly Rates

Bidders shall indicate location of Off-Site location and who bears the cost of shipping equipment to location

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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**