

PRAIRIE VIEW A & M UNIVERSITY

VENDOR



P.O. Box 519, Mail Stop 1311
Prairie View, Texas 77446-0519
(936) 261-1902

Date: 08/04/2016

Page: 01

PURCHASE ORDER

Invoice to Agency Below:

P.O. #: P602227 05

Vendor guarantees merchandise delivered on this order will meet or exceed specifications in the bid invitation.

PRAIRIE VIEW A&M UNIVERSITY
PRAIRIE VIEW A&M UNIVERSITY
ACCOUNTS PAYABLE
MAIL STOP 1311, P.O. BOX 519
EMAIL: PAYABLES@PVAMU.EDU
PRAIRIE VIEW TX 77446-0519

VENDOR:

*****7790
SOUTHEAST SERVICE CORPORATION
DBA SSC SERVICE SOLUTIONS
1845 MIDPARK RD SUITE 201
KNOXVILLE, TN 37921

All terms and conditions set forth in our bid invitation become a part of the order.

All invoices and packing slips must reference the P.O. # and Federal Tax ID #.

Ship To:

PRAIRIE VIEW A&M UNIVERSITY
CENTRAL RECEIVING WAREHOUSE
REBA BLAND EVANS ST @
ANNE PRESTON ST
PRAIRIE VIEW TX 77446

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by PVAMU and the Vendor to attempt to resolve any disputes arising under this contract. The designated individual responsible on behalf of Prairie View A & M University for examining any claim or counterclaim and conducting any negotiations related thereto as required under paragraph 2260.52, Subtitle F, Title 10 of the Government code shall be the Vice President for Business Affairs.

IMPORTANT: Any exceptions to pricing or description contained herein must be approved by PVAMU Procurement Office PRIOR to shipment.

Item	Description	Quantity	UOM	Unit Price	Extended Price
	<p>USER REF: 332201- 00000</p> <p>TO THE EXTENT THE LANGUAGE IN THIS PURCHASE ORDER IS IN CONFLICT WITH ANY LANGUAGE IN THE VENDOR'S CONTRACT DOCUMENTS, THE LANGUAGE IN THE PURCHASE ORDER WILL TAKE PRECEDENCE.</p> <p>PUBLIC INFORMATION NOTICE: IN ACCEPTING THIS PURCHASE ORDER, VENDOR ACKNOWLEDGES THAT PRAIRIE VIEW A&M UNIVERSITY (PVAMU) IS OBLIGATED TO STRICTLY COMPLY WITH THE PUBLIC INFORMATION ACT, CHAPTER 552, TEXAS GOVERNMENT CODE, IN RESPONDING TO ANY REQUEST FOR PUBLIC INFORMATION PERTAINING TO THIS AGREEMENT, AS WELL AS ANY OTHER DISCLOSURE OF INFORMATION REQUIRED BY APPLICABLE TEXAS LAW.</p> <p>UPON PVAMU'S WRITTEN REQUEST, VENDOR WILL PROVIDE SPECIFIED PUBLIC INFORMATION EXCHANGED OR CREATED UNDER THIS AGREEMENT THAT IS NOT OTHERWISE EXCEPTED FROM DISCLOSURE UNDER CHAPTER 552, TEXAS GOVERNMENT CODE, TO PVAMU IN A NON-PROPRIETARY FORMAT ACCEPTABLE TO PVAMU. AS USED IN THIS PROVISION, "PUBLIC INFORMATION" HAS THE MEANING ASSIGNED IN SECTION 552.002, TEXAS GOVERNMENT CODE, BUT ONLY INCLUDES INFORMATION TO WHICH PVAMU HAS A RIGHT OF ACCESS.</p> <p>VENDOR ACKNOWLEDGES THAT PVAMU MAY BE REQUIRED TO POST A COPY OF THE FULLY EXECUTED AGREEMENT ON ITS INTERNET WEBSITE IN COMPLIANCE WITH SECTION 2261.253(A)(1), TEXAS GOVERNMENT CODE.</p> <p>PURCHASE ORDER CHANGES.</p>				

JAN Prairie View A & M University cannot accept collect freight shipments. TX Education Code SEC. 51.9335 Purchase made by an institution of higher education TX Govt. Code Section 771.003.

F. O. B. NOT SPECIFIED

Our Purchase Order Number must appear on all invoices, shipping papers and packages to avoid payment delays.

TERMS:

Supplies/Equipment must be placed in the Department Receiving Room by:

The State of Texas is exempt from all Federal Excise Taxes.
STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

AUTHORIZED SIGNATURE

PRAIRIE VIEW A & M UNIVERSITY

VENDOR



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 Prairie View, Texas 77446-0519
 (936) 261-1902

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	<p>REQUESTED MODIFICATIONS OR CHANGES TO THE TERMS OF THIS PURCHASE ORDER MUST BE SUBMITTED IN WRITING TO THE PROCUREMENT OFFICER NAMED BELOW AND CONFIRMED IN WRITING WITH A MODIFIED PURCHASE ORDER, PRIOR TO PERFORMANCE OF THE CONTRACT. CONTACT: JIM NELMS, E-MAIL: JANELMS@PVAMU.EDU PHONE: 936-261-1932, FAX: 936-261-1958</p> <p>AS A MEMBER OF THE TEXAS A&M UNIVERSITY SYSTEM, PVAMU IS FEDERALLY MANDATED TO ADHERE TO THE GUIDELINES PROVIDED IN THE PRESIDENT'S EXECUTIVE ORDER (EO) 13224: (HTTP://WWW.WHITEHOUSE.GOV/NEWS/ORDERS) EXECUTIVE ORDER ON TERRORIST FINANCING-BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSON WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM, EFFECTIVE 9/24/2001 AND ANY SUBSEQUENT CHANGES MADE TO IT VIA CROSS REFERENCING RESPONDENTS/VENDORS WITH THE FEDERAL GENERAL SERVICES ADMINISTRATION'S EXCLUDED PARTIES LIST SYSTEM (EPLS: HTTP://WWW.EPLS.GOV) WHICH IS INCLUSIVE OF THE UNITED STATES TREASURY'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) SPECIALLY DESIGNATED NATIONAL (SDN) LIST.</p> <p>TERMS OF PAYMENT: NET 30 DAYS UPON RECEIPT AND ACCEPTANCE OF ITEM OR RECEIPT OF CORRECT INVOICE, WHICHEVER IS LATER</p> <p>IN PERFORMING THE SCOPE OF WORK DESCRIBED HEREIN, SSC SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THE FACILITIES SUPPORT SERVICES AGREEMENT OR BUILDING MAINTENANCE SERVICES</p>				

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Item	Description	Quantity	UOM	Unit Price	Extended Price
	AGREEMENT EXECUTED BY SSC AND PRAIRIE VIEW A&M UNIVERSITY, EFFECTIVE JULY 1, 2013. REFERENCE PVAMU MASTER ORDER: M400002				
1	Cleaning of Kitchen exhaust/HVAC system MSC Dining Hall Kitchen exhaust-hamburger grill cleaning Work Order: 22189	1	JOB	23,071.320	23,071.32
				TOTAL	23,071.32

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Craig S. Ruff
 AUTHORIZED SIGNATURE
 CW

PRAIRIE VIEW A&M UNIVERSITY
PURCHASE ORDER
TERMS AND CONDITIONS

1. VENDOR REQUIREMENTS

- 1.1 Vendors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Unless otherwise specified, items shall be new and unused and of current production.
- 1.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 1.4 Prairie View A&M University (PVAMU) will not be bound by any oral statement of representation contrary to the written specifications of this Purchase Order.
- 1.5 Applicable Manufacturer's standard warranty shall apply unless otherwise stated in a corresponding Invitation for Bid (IFB).

2. DELIVERY

- 2.1 If delay is foreseen, vendor shall give written notice to PVAMU. Vendor must keep PVAMU advised at all times of status of order. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes PVAMU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 2.2 No substitutions are permitted without written approval of PVAMU.
- 2.3 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PVAMU.
- 2.4 Each shipment must be accompanied by a packing slip which shows the PVAMU Purchase Order number and the description, quantity shipped and any backordered quantity for each item shipped. Each package must be clearly marked with the destination address and PVAMU Purchase Order number.

3. AWARD OF CONTRACT

- 3.1 This Purchase Order is a contract between the Vendor and PVAMU. The terms and conditions of this Purchase Order, and if applicable, an accompanying Invitation for Bid and other written contract constitute the entire written agreement between the Vendor and PVAMU. This contract shall be governed, construed and interpreted under the laws of the State of Texas as the same may be amended from time to time. Any legal actions must be filed in Waller County, Texas.
- 3.2 **FUNDING OUT:** This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

4. PAYMENT

- 4.1 Vendor shall submit one copy of an itemized invoice showing PVAMU Purchase Order number. PVAMU will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

5. PATENTS OR COPYRIGHTS

- 5.1 The vendor agrees to protect PVAMU from claims involving infringement of patents or copyrights.

6. VENDOR ASSIGNMENTS

- 6.1 Vendor hereby assigns to PVAMU any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et. Seq. (1973), and the antitrust laws of the State of Texas, TEX Bus. & Comm. Code Ann. Sec. 15.01, et. Seq. (1967).

7. VENDOR AFFIRMATION

The vendor acknowledges that any false statement made by the vendor, whether communicated verbally or in writing, constitutes a material breach of contract and shall void, if applicable, any submitted bid or any resulting contracts, and the vendor shall be removed from all vendor lists. By accepting this purchase order and providing the goods and services indicated herein, the vendor hereby certifies that:

- 7.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this purchase order.
- 7.2 The vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas.

- 7.3 Neither the vendor nor the firm, corporation, partnership or institution represented by the vendor, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of this State, or the Federal Antitrust Laws (see Section 6 above).
- 7.4 The vendor has not received compensation for participation in the preparation of the specification for this purchase order.
- 7.5 Pursuant to Section 231.008 (d), Family Code re: child support, the vendor certifies that the individual or business entity named in this Purchase Order is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 7.6 Pursuant to Section 2155.004 Government Code the vendor certifies that the individual or business entity name in this purchase order is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 7.7 The Vendor shall defend, indemnify, and hold harmless the State of Texas, PVAMU all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Vendor or any agent, employee, subcontractor, or supplier of Vendor in the execution or performance of this contract.
- 7.8 Vendor agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 7.9 Vendor agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
- 7.10 The terms and conditions of this purchase order may not be amended unless agreed to in writing between vendor and PVAMU.

8. DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260, Texas Government Code, and related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this Chapter to Vice President of Business Affairs of PVAMU, who shall examine Vendor's claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim.

9. NON-WAIVER

Vendor expressly acknowledges that PVAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by PVAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

10. STATE AUDITOR'S OFFICE

Vendor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.

Nelms,Jim

From: Thompson, Kevin <Kevin.Thompson@sscscserv.com>
Sent: Thursday, August 04, 2016 1:28 PM
To: Nelms,Jim
Cc: Ardoinn,Natasha; Horn, Peter; Hopson, Danyelle
Subject: RE: Work Order 22189

Emergency Justification

Jim:

No sir. We were submitting this one pursuing an emergency justification due to the fact that this is a fire hazard, health hazard, and classes starting very soon (not trying to be obstinate or sarcastic, but we do believe these are legitimate concerns). If we do not have emergency justification to proceed, we can go out for multiple bids.

Please let me know if you have any questions. I want to reiterate that we want to do what is in the best interest of everyone, balancing immediate need and following protocol.

Thanks and Best Regards,

Kevin Thompson (TAMU '06) | Project Manager – PVAMU Campus
M: 936-419-6635 | kevin.thompson@sscscserv.com



A member of Compass Group, PLC.

From: Nelms,Jim [mailto:janelms@pvamu.edu]
Sent: Thursday, August 04, 2016 1:20 PM
To: Thompson, Kevin <Kevin.Thompson@sscscserv.com>
Cc: Nelms,Jim <janelms@pvamu.edu>; Ardoinn,Natasha <ndardoin@PVAMU.EDU>
Subject: Work Order 22189

Mr. Thompson
R602760
Work Order 22189
Did you obtain additional bids on this request?

Jim Nelms, C.T.P.M.
Purchasing Supervisor / HUB Coordinator
Prairie View A&M University
P.O. Box 519, Mail Stop 1311
140 L.W. Minor Street, W.R. Banks Bldg, Suite 149
Prairie View, Texas 77446
Phone: 936-261-1932
Fax: 936-261-1958
Email: janelms@pvamu.edu
Web: <http://www.pvamu.edu/procurement/>

Buy A&M (BAM) E-Procurement is going live in July!

Click [here](#) to register for the new BAM e-procurement training.

R 402740



SSC Purchase Order Request

Step 1 COMPLETED BY SSC REQUESTOR

Department: SSC CONSTRUCTION & PLANNING
 Requestor: KEVIN THOMPSON
 Requestor Email: KEVIN.THOMPSON@SSCSERV.COM
 Project Number: _____
 Project Name: MSC DINING HALL KITCHEN EXHAUST CLEANING

Date: 21 JUL 16
~~10 JUL 2016~~
 Phone: 936-419-6635

Location: Memorial Student Center

Area: Dining Hall

Work Requested/Justification:

WORK ORDER # 22189

Above the hamburger grill in the MSC Dining hall, liquefied grease is dripping from the ceiling tiles. This grease is originating from old duct work between the vent above the grill and the roof, where grease had built up over time and solidified while the duct work was still in use (the duct work was capped and abandoned in place during previous work). When the grill is utilized, the increase in temperature of the nearby (in-service) duct work liquefies the grease, which has been corroding the duct work from the inside out, resulting in the dripping grease. To alleviate this issue, cleaning services should be performed on the Kitchen exhaust / HVAC system, to include the interior & exterior of all hood canopies, hood plenums duct collars, and all accessible areas of the duct runs leading to and including all components of the exhaust fans located on the roof.

Submit via email to Campus Planning

Step 2 TO BE COMPLETED BY SSC

Work to be conducted by:

- | | | | |
|--|----------|--|--------------|
| <input type="checkbox"/> Building Maintenance | \$ _____ | <input type="checkbox"/> Grounds Maintenance | \$ _____ |
| <input type="checkbox"/> Custodial Services | \$ _____ | <input type="checkbox"/> Central Utilities | \$ _____ |
| <input type="checkbox"/> SSC Arch/Eng Services | \$ _____ | <input type="checkbox"/> SSC Contractor/Vendor | \$ 23,071.32 |

Attach cost estimate/bids and return to requestor for approval and funding.

Work Class: Special Project/Request over \$5000 Labor \$ 23,071.32
 Materials \$ _____
 SSC Support Fee N/A
 TOTAL \$ 23,071.32

SSC Reviewed: [Signature] 21 JUL 16 Date
[Signature] 22 Jul 2016 Date
 SSC Project Manager Director of Construction and Planning

Step 3 TO BE COMPLETED BY SPACE MANAGEMENT/CAMPUS PLANNING

Description of work is (Select one) In Scope Out of Scope
 TNW Signed: [Signature] Date: 7-27-16

Step 4 TO BE REVIEWED/APPROVED BY ACCOUNT MANAGER

Certification: I have reviewed the work that has been requested as well as the associated cost. PLEASE SELECT ONE:
 I approve the work to be completed and certify that funds are available in the referenced account(s) to cover the requested work. (ROUTE TO PURCHASING)
 I do not wish to proceed with the work. (ROUTE TO SPACE MANAGEMENT/CAMPUS PLANNING)

Signed: [Signature] Date: 7/3/16

- Once all steps are complete the department will generate the appropriate purchasing document:
- 1 **L-Doc:** Original Work Order Request including vendor quote will be forwarded to Campus Planning and a copy to SSC Service Solutions so that work can begin. L-Doc# _____
 - 2 **Purchase Requisition:** Original Work Order Request including vendor quote(s) will be forwarded to Purchasing. Purchasing will process and provide purchase order (PO) number to SSC Service Solutions and Campus Planning.
 - 3 **For 3rd Party or Student Organizations:** Receipt # _____

SSC



Services for Education

Work Order 22189

TAMU Prairie View
Printed 7/18/2016 - 4:22 PM

Maintenance Details

Requested By: Kevin Thompson on 7/18/2016 4:20:00 PM	Target: 7/23/2016 (1) hr	Contact: Kevin Thompson
Taken By: Ardoin, NaTasha - 551856	Priority/Type: Routine / Routine	Phone: (936) 261-3876
Project: MSC (P-M-70)	Supervisor: Horn, Pete	
	Shop: PROJECTS	
	Account: Project Demand Code	

Reason: MSC Dining Hall Kitchen Exhaust Cleaning - Hamburger Grill

Warranty
 Shutdown
 Lockout
 Attach
 Charge

Tasks

#	Description	Rating	Meas.	Initials	Failed	Complete
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

Labor

Labor	Account	Work Date	Start	End	Reg Hrs	OT Hrs	Other Hrs

Materials/Tools

Item	Location	Account	Est Qty	Actual Qty

Other Costs

Name	Description	Invoice #	Account	Date	Est Cost	Actual Cost
Triple B Cleaning					\$20,871.50	

Labor Report

Completed: _____ Failure: _____

Report: _____

PROPOSAL

HNAC SERVICE

TACLA005889C

P.O. BOX 16082, HOUSTON, TX 77222
OFFICE 800-265-4279 FAX 713-692-1311

PROPOSAL SUBMITTED TO:
SSC

ATTENTION:
Stewart

DATE:
7/18/2016

MAILING ADDRESS:

JOB NAME:
Kitchen Duct cleaning

CITY, STATE, ZIP:
Prairie View, Texas

JOB LOCATION:
MSC

SCOPE OF WORK: **Clean 7 hoods, clean 250 feet of ductwork, 6 roof top exhaust fans, install 6 access doors.**

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

- 1) Includes Manually scraping and degrease.
- 2) Includes Installing (6) six access doors in ductwork for cleaning and for future cleaning.
- 3) Includes Cleaning interior and exterior of all hood canopies (7) seven
- 4) Includes Cleaning hood plenums and duct colliers.
- 5) Includes Cleaning ductwork runs and components of the exhaust fans (6) six.
- 6) Includes Cleaning (250) two hundred fifty feet of ductwork.
- 7) Includes Placing plastic drapes over area that work is not being done in to protect other areas.
- 8) Includes Service reports completed with dates for each system cleaned. With next cleaning schedule.
- 9) Includes Cleaning work area after job has been completed.
- 10) Includes Supervision, personal, supplies, safety gear, to complete scope of work.

Exclusions;

Does not include any work out side of scope listed above.

NOTE: This work will require 2 days (nights) to complete.

Not responsible for any damage to sub ceiling due to ducts not meeting NFPA96 fire code.

Or from welds not holding. Ductwork deteriorating over time.

All work area must be unoccupied at the time of cleaning and all equipment moved or covered. (PV Responsibility)

Will not be responsible for any areas not accessible for cleaning due to fire or water smoke or excess grease.

THIS HAS TO BE DONE BEFORE DUCT REPLACEMENT CAN BE DONE.

TOTAL.....\$23,071.32....tax included
TOTAL.....\$21,313.00 tax not included

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:
TWENTY THREE THOUSAND SEVENTY ONE DOLLARS AND 32/100 .tax included

PAYMENT TO MADE AS FOLLOWS:

DUE UPON COMPLETION

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY HOUSTON NORTH
Dba MRT ASSOCIATES IF NOT ACCEPTED WITHIN 30 DAYS

AUTHORIZED SIGNATURE:

Charlie Harness

ACCEPTANCE OF PROPOSAL

AUTHORIZED SIGNATURE:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATED:

(Regulated by the Texas Department of Licensing and Registration, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202)
