

Buy A&M Contract #

AM02-17-P044196

**MASTER ORDER**

TEXAS A&M UNIVERSITY, COLLEGE STATION, TEXAS

Vendor:

Tough Shirts, Inc.
1304 Sam Houston Ave
Huntsville, TX 77340
936-295-8337 (o)
936-295-6773 (f)
Micah Slaughter
micah@toughshirts.net

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 **January 27, 2017** and pertains to all goods and/or services covered by Texas A&M University Buy A&M Contract # **AM02-17-P044196**

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

1. Vendor shall provide goods and/or services as designated on Attachment A, specifications, terms and conditions as stated in Invitation-to-Bid # **University Apparel**, and any addenda thereto, are all made a part hereof and collectively evidence and constitute Texas A&M University Buy A&M Contract # **AM02-17-P044196**.

2. Delivery Information:

Texas A&M University
Attn: Marla Young
Procurement Services
P.O. Box 30013
College Station, TX 77843-3013
979-845-2139

3. 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 Buy A&M 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 this Master Contract shall be from **January 27, 2017** through **August 31, 2017**. This Master Contract may be renewed up to four (4) additional year(s), one (1) year at a time, if mutually agreed to in writing by both parties.
5. Escalation: 9/1/17 – 8/31/18: 0% (Screen Printing; Embroidery and Design Work)
9/1/18 – 8/31/19: 0% (Screen Printing; Embroidery and Design Work)
9/1/19 – 8/31/20: 0% (Screen Printing; Embroidery and Design Work)
9/1/20 – 8/31/21: 0% (Screen Printing; Embroidery and Design Work)
6. Freight Terms: FOB Destination, Freight Prepaid and Allowed, Freight Prepaid and Added
7. Changes: Any changes to the Master Contract 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.

Marla E Young
979-845-2139
meyoung@tamu.edu

By:


Purchasing Agent for
Texas A&M University

AM02-17-P044196
University Apparel Agreement

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	<p>This is not an order. It is an informational copy only. Orders will be placed individually on an as needed basis.</p> <p>Blanket Contract as a University wide agreement to provide apparel as listed below for Texas A&M University, College Station, TX for the period of January 27, 2017 through August 31, 2017 per the following terms, conditions and specifications.</p> <p>The resulting pricing is to be extended to Texas A&M University (Texas A&M) and the Texas A&M University System parts (A&M System). In addition to the extension of the pricing to Texas A&M and the A&M System parts bidders are requested to extend the pricing and all terms and conditions offered in their bid to Texas State Agencies listed as Institutions of Higher Education as defined by section 61.003, Education Code, Government code section 2155.134 and any other public of State Entities or agencies. In the event an award is made, the individual agencies may or may not elect to use the agreement.</p> <p>The Texas A&M University System parts are as follows but not limited to:</p> <ul style="list-style-type: none"> - Texas A&M University System Offices - Texas A&M University Health Science Center - Texas A&M University System-Baylor College of Dentistry - Texas A&M University Prairie View - Tarlton State University - Texas A&M University International - Texas A&M University - Galveston - Texas A&M University - Commerce - Texas A&M University - Corpus Christi - Texas A&M University - Kingsville - Texas A&M University - Texarkana - Texas A&M University - West - Texas Agri-Life Experiment Station - Texas Agri-Life Extension Service - Texas Animal Damage Control Service - Texas Engineering Experiment Station - Texas Engineering Extension Service - Texas Forest Service - Texas Transportation Institute - Texas Veterinary Medical Diagnostic Lab 					

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	<p>Quantities, items, styles and artwork may vary from year to year and from order to order. Exact quantities and items will be provided at time of order placement. Orders shall be placed on an “as needed” basis by the Texas A&M using department, and shall refer to this blanket agreement. The usual peak times for T-Shirt orders are the months of March, April, May, June and September.</p> <p>Delivery to be made at times and in quantities requested by the Texas A&M ordering department.</p> <p>Any unused quantities as of August 31, 2017 shall be considered cancelled.</p> <p>Contact Name: Micah Slaughter Contact Phone: 936-295-8337 Contact Fax: 936-295-6773 Contact Email: micah@toughshirts.net</p> <p><u>Packaging:</u></p> <p>Shirts to be delivered shall be packaged by item and size. No more than 100 per box. All boxes to be marked indicating item quantity and sizes.</p> <p><u>Invoicing:</u></p> <p>Invoice shall have the following information:</p> <ul style="list-style-type: none"> - List price - Discount offered - Quoted price <p>Texas A&M must be able to determine the exact discount that is being applied. All additional services, i.e. screen printing, embroidery, design services, etc. shall be priced and listed separately on each quote and invoice.</p> <p><u>Service and Support:</u></p> <p>If vendor does not have a facility located in the Bryan/College Station (BCS) area, then the vendor shall be willing to travel to the BCS area for any orders needing detailed information. Vendor will be required to be on campus at the ordering department within a twenty-four (24) hour notice.</p>					

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	<p>TAMU will be working closely with the vendor on artwork and local accessibility is extremely important and necessary, therefore the successful bidder may be required by the using department to travel to TAMU to coordinate and obtain approval of artwork. Multiple trips may be required. All expenses related to travel shall be the responsibility of the vendor. Texas A&M University shall not reimburse for travel or related travel expenses.</p> <p>Vendor must be able to supply items as needed. Delivery shall be expected within two (2) weeks after receipt of approved artwork. Orders for quantities of 1,400 shirts or more shall be delivered within four (4) weeks.</p> <p>Some orders shall be for events that the department will not know the exact number needed until 24-48 hours prior to the event. Flexibility of delivery requirements shall be necessary for some orders.</p> <p>All orders not delivered to the TAMU department, that placed the order, within time as specified above, may be cancelled and purchased from another vendor unless:</p> <ul style="list-style-type: none"> - Prior approval is given for an extended delivery date by the ordering department - The order states an extended delivery date - The items ordered by the supplier is lost in shipment to the supplier and the ordering department agrees to accept a late delivery date <p><u>Renewal:</u></p> <p>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.</p> <p>Screen printing, embroidery and design work</p> <p>If renewal option is exercised, the vendor may increase the contract price to reflect increases in the cost of providing the listed services. Vendor shall quote a maximum percentage increase for each extension period as follows:</p>					

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	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% <u>Cancellation:</u> 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 University reserves the right to cancellation with thirty (30) days written notice. Unacceptable performance by the vendor may be cause for immediate cancellation if deemed necessary by Procurement Services.					
1	See attached spreadsheet for details and percentage discounts.	1	LOT	0.00	0.00	
2	Additional charges for 2XL & up add \$1.75 per garment.	1	LOT	0.00	0.00	
	TOTAL				Not Applicable	

Tough Shirts	Huntsville, TX
AM02-17-PO44196	
Contact: Micah Slaughter	
936-295-8337	
micah@toughshirts.net	
1. Shirts - ranging from 15-30% discount off: Hanes; Jerzees; Champion; Gildan and other	
2. Sweats/Fleece - ranging from 15-30% discount off: Hanes; Jerzees; Champion; Gildan and other	
3. Golf/Polo Shirts - ranging from 15-30% discount off: Hanes; Jerzees; Izod; Gildan and other	
4. Woven and/or Button down Shirts - 15-30% discount off: Van Heusen; Chestnut Hill; Harrington; Gildan; Hanes and other	
5. Outer Wear - 15-30% discount off: Dickies; Weatherproof; Champion and other	

6. Headwear - Fair Market Value: Anvil; Yupoong; Champion; Harriton and other	
7. Shorts - 15-30% discount off: Anvil; Jerzees; Champion; Hanes and other	
8. Bags - Fair Market Value - Harriton; Great Republic; Desert Wash; Anvil; Bag Edge and other	
9. Misc - (Towels; Aprons; Umbrellas; Neck Wallet/Ticket/Badge Holders; Drinkware; Padfolio) Aprons & Towels are: 15-30% discount off. All other items are at Fair Market Value: Anvil; Harriton; Big Accessories and other	
10. Rush charges - No charge	
11. Artwork charge - All artwork will be free of charge	
12. Silk Screen charges - No minimum required. Printing capacity of 15,000 per day. Pricing will vary depending on number of imprint colors; quantity and locations	

13. Embroidery charges - Will vary at the time of ordering depending on quantity; color(s); stitch count and locations
14. Embroidery Digitizing Tape Fees - Varies as per information on line item 13
15. Tape charges - Varies as per information on line item 13 & 14