

AggieBuy Contract #

C9997163

**TEXAS A&M**
UNIVERSITY**MASTER ORDER**

TEXAS A&M UNIVERSITY, COLLEGE STATION, TEXAS

Vendor:

Barnes & Noble College Booksellers
122 5th Ave
New York, NY 10011
Phone – 979-845-8681
Fax – 979-847-8788
Contact – Holley Scott
Contact E-mail – sm572@bncollege.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, 2018** and pertains to all goods and/or services covered by Texas A&M University AggieBuy Contract # **C9997163**.

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 attached specifications, terms and conditions as stated in Invitation-to-Bid #**02-ATHL-ITB-0336**, and any addenda thereto, are all made a part hereof and collectively evidence and constitute Texas A&M University AggieBuy Contract # **C9997163**.

2. Delivery Information:

Texas A&M University
Attn: David Roubion/Seth Dorsey
Athletics
161 Wellborn Rd / 1228 TAMU
College Station TX 77843-1228
droubion@athletics.tamu.edu;
sdorsey@athletics.tamu.edu

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 AggieBuy 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 Order shall be from **September 1, 2018** through **August 31, 2019**. The Master Order may be renewed for an additional four (4) years, one year at a time if mutually agreed upon by both parties.
5. Escalation:

9-1-19 – 8-31-20:	3.5%
9-1-20 – 8-31-21:	3.5%
9-1-21 – 8-31-22:	3.5%
9-1-22 – 8-31-23:	3.5%
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.

Patty Winkler, C.P.M.
Phone – 979-845-4556
p-winkler@tamu.edu

By:


Purchasing Agent for
Texas A&M University

**Reference AggieBid # 02-ATHL-ITB-0336 – AggieBuy Contract #C9997163
Blanket Order for Text Book Rental**

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	<p align="center">PAR Requirements for Self-Performing Vendors</p> <p>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:</p> <ul style="list-style-type: none"> ○ 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. <p>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</p>					

1477 TAMU
P.O. Box 30013
College Station, TX 77842-3013

Tel. 979.845.4570 Fax. 979.845.3800
<http://purchasing.tamu.edu>

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	<p>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.</p> <p><u>Texas A&M Point of Contact</u></p> <p>Buyer: Patty Winkler, C.P.M. Phone – 979-845-4556 E-mail – p-winkler@tamu.edu</p> <p>A copy of the PAR can also be found at the following link: https://comptroller.texas.gov/purchasing/vendor/hub/forms.php</p>					
	<p>Blanket order for Text Book Rental for required course-related books for use by student-athletes who receive books as part of their athletic financial-aid agreement with Texas A&M – Athletics, who are located on the campus of Texas A&M University, College Station, TX, for the period of September 1, 2018 through August 31, 2019.</p> <p><i>Note: the terms “student-athletes” is only student-athletes that are receiving athletic financial aid that includes books.</i></p> <p>Quantities are estimates only and do not guarantee purchase. Delivery to be made at times and in quantities requested by Texas A&M, Athletics.</p> <p>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.</p> <p>Any unused quantities as of August 31, 2019 shall be considered canceled.</p> <p>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.</p>					

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	<p>Renewal:</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 discount remaining firm.</p> <p>If the renewal option is exercised, the awarded vendor may increase their contract price to reflect increases in the cost of providing the service. Vendors must quote a price adjustment factor in terms of a maximum percentage increase for each extension period.</p> <p>9-1-19 - 8-31-20: 3.5%</p> <p>9-1-20 - 8-31-21: 3.5%</p> <p>9-1-21 - 8-31-22: 3.5%</p> <p>9-1-22 - 8-31-23: 3.5%</p> <p>Cancellation:</p> <p>Upon award, any order is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.</p> <p>Texas A&M University reserves the right to immediate cancellation due to non-performance. Vendor failure to provide only those course-related books REQUIRED for a class could result in NCAA violations, forfeiture of book rental fee charged to Texas A&M Athletics Department for the involved student-athlete, and/or the voiding of this agreement.</p> <p>Texas A&M University reserves the right to cancellation with thirty (30) days written notice.</p> <p>The cancellation of the agreement, under any circumstances whatsoever, shall not effect or relieve the vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by Texas A&M shall not limit any other right or remedy available to Texas A&M at law or in equity.</p>					

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	<p>Payment Terms:</p> <p>Payments shall be Net 30 days after receipt and acceptance of equipment and/or services.</p> <p>Specifications:</p> <p>Books shall be limited to <u>required</u> course-related books and shall be picked up and returned by student-athletes. Books shall be available for pick up at least one week prior to the first class. Vendor will, through consultation with Texas A&M's Office of Athletic Compliance, ensure that its employees are trained on the proper application of NCAA rules concerning issuance of books to student-athletes and that only <u>REQUIRED</u> course related books are allowed to be charged by student-athletes to Texas A&M Athletics. Vendor will maintain student-athlete specific records related to each book provided to the student-athlete as part of this agreement and will make available to Texas A&M all records related to student-athletes upon request.</p> <p>Approximately 400 student-athletes, per semester, will receive books as part of their athletic financial aid agreement.</p> <p>Successful vendor will work with the Athletics Department's Student-Athlete Services staff to accommodate student-athletes by offering to reimburse any student-athlete who must purchase a required course-related book(s) from a different location due to the lack of availability of the book through the vendor. Vendor will offer the student-athlete an opportunity to purchase the <u>required</u> course-related books at 50% off cost at the conclusion of the term as opposed to returning the book.</p>					
1.	Fall 2018 Semester Book Rental	400	EA	440.00	176,000.00	
2.	Spring 2019 Semester Book Rental	400	EA	440.00	176,000.00	
3.	Summer Session I 2019 Semester Book Rental	400	EA	182.00	72,800.00	
4.	Summer Session II 2019 Semester Book Rental	400	EA	182.00	72,800.00	
5.	Winter-Mester Book Rental	400	EA	182.00	72,800.00	

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
6.	10 Week Semester Book Rental	400	EA	182.00	72,800.00	
7.	May-Mester Book Rental	400	EA	182.00	72,800.00	