

## AM02 - Texas A&amp;M University

P.O. Date: 11/16/2016

## Purchase Order

Master Blanket Number

AM02-17-P038760

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

V E N D O R	Vendor Number: 00060814
	AMERICAN APPAREL LLC
	107 CECIL JACKSON BYP
	SELMA, AL 367039206

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

S H I P  T O	
B I L L  T O	

Solicitation (Bid) No.: AM02-17-B000736	Payment Terms: Net 30 Shipping Terms: F.O.B., Destination Freight Terms: Freight Allowed Delivery Calendar Day(s) A.R.O.: 0
Item # 1  This is not an order - This is for information purposes only. Orders will be placed on an as needed basis as per the terms, conditions and pricing listed here-in.	
Item # 2  Blanket Agreement for Raincoats for Texas A&M University, Military Property Warehouse for the period of November 16, 2016 through August 31, 2017.  Quantities listed are estimates for the first order. The exact number of the order may be more or less than shown. Pricing to be held firm through August 31, 2017, to accommodate additional orders if any. There is no guarantee of additional orders. Additional orders may be placed on an as needed basis. All orders shall reference prices quoted here-in.  Prices shall remain firm throughout the contract term listed above. Show unit price on each item, as quantities may be increased or decreased, within reasonable limits.  Any unused quantities as of August 31, 2017 shall be considered cancelled.  Delivery of the first order is desired by the first week of January of each contract term. Delivery for additional orders shall be made at time and in quantities requested by Texas A&M, Military Property Warehouse.  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 and conditions remaining firm.	

In the event the agreement is renewed, the vendor may increase the contract price to reflect the cost of providing products. The vendor must quote a maximum percentage increase for each extension period.

9-1-17 - 8-31-18: 3.01%  
 9-1-18 - 8-31-19: 3.01%  
 9-1-19 - 8-31-20: 3.01%  
 9-1-20 - 8-31-21: 3.01%

**Cancellation:**

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.

**Contact Information:**

Provide the Contact Person and Contact Information of the individual who will be servicing this account.

Contact Name: Deborah Hall  
 Phone Number: 334-876-4621  
 Fax Number: 334-875-4692  
 Email Address: materials@amappinc.com

**Payment:**

Payment shall be Net 30 after receipt of Invoice and acceptance of order.

**Acceptance:**

Acceptance shall be after receipt and inspection of items received. Inspection shall be within ten (10) business days after receipt of order.

**Returns:**

The return rate of goods that fail to meet specifications shall not exceed five percent (5%) of the total number of items ordered. A return rate in excess of five percent (5%) of the total number of items ordered may be grounds for cancellation of this agreement if deemed necessary by Procurement Services.

Item # 4  
 Class-Item 201-65

Marine AWC, Men's Raincoats COM-AWC-MC-M, 9706

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
300.00	\$ 86.88	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 26,064.00

Item # 5  
 Class-Item 201-65

Marine AWC, Women's Raincoats COM-AWC-MC-W, 9707

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
100.00	\$ 95.64	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 9,564.00

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 35,628.00

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