

AggieBuy Contract #

C8535947



**MASTER ORDER**

TEXAS A&M UNIVERSITY, COLLEGE STATION, TEXAS  
Change Order Issued 8/27/17 – corrected HUB Subcontracting Language

**Vendor:**

Belmont Icehouse  
3116 Commerce St #D  
Dallas TX 75226  
Phone – 972-755-3207  
Contact – Tim Hudson  
Contact E-mail – [Tim@belmonticehouse.com](mailto:Tim@belmonticehouse.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, 2017** and pertains to all goods and/or services covered by Texas A&M University AggieBuy Contract # **C8535947**.

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 #**B000746**, and any addenda thereto, are all made a part hereof and collectively evidence and constitute Texas A&M University AggieBuy Contract # **C8535947**.

2. Delivery Information:

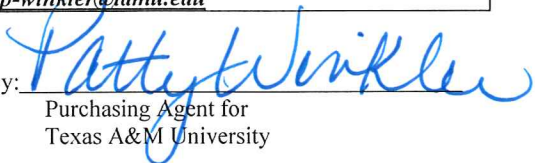
Texas A&M University  
Attn: Kim Miller  
Marketing & Communications  
College Station TX 77843-4354  
[Kim-Miller@tamu.edu](mailto:Kim-Miller@tamu.edu)

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, 2017 through August 31, 2018**. This Master Order may be renewed for up to three (3) additional one year terms if mutually agreed to in writing by both parties.
5. Escalation:

9-1-18 – 8-31-19:	5%
9-1-19 – 8-31-20:	5%
9-1-20 – 8-31-21:	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](mailto:p-winkler@tamu.edu)

By:

  
Purchasing Agent for  
Texas A&M University

**Reference BAM Bid #B000746 - AggieBuy Contract – C8535947  
Blanket Agreement Pool of Vendors for Graphic Design Services  
Change Order 8/24/17 – corrected HUB Subcontracting Language**

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	<p align="center"><b>Vendor HSP Requirements</b></p> <p><u>Subcontractor Selection Notification</u></p> <p>Vendor shall provide a notice to <b>all</b> selected subcontractors (HUB's and Non-HUB's) of their selection as a subcontractor for this awarded contract. The notice must specify at a minimum the contracting agency's name (<i>Texas A&amp;M</i>) and it's point of contact for the contract, the purchase order number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontractor will perform. A copy of the notice must also be sent to the Texas A&amp;M point of contact provided below no later than ten (10) working days after the contract is awarded and the purchase order is issued.</p> <p><u>Progress Assessment Report</u></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&amp;M requires the following:</p> <ul style="list-style-type: none"> <li>o The vendor must submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) to Texas A&amp;M University on a monthly basis. The vendor will maintain business records</li> </ul>					

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

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

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	<p>documenting its compliance with the approved HSP and will submit a PAR to the Texas A&amp;M Department of Procurement Services no later than the 5<sup>th</sup> calendar day of the month until the purchase order has been paid in full. TAC 20.14 (d). <b>All PAR's shall be sent via e-mail to the following address: <a href="mailto:hubprogram@tamu.edu">hubprogram@tamu.edu</a> or fax 979.845.3800. Payment requests submitted without the PAR will not be processed.</b></p> <p>o Changes may not be made to the HSP without prior review and approval from the Texas A&amp;M Department of Procurement Services. The vendor shall submit to the TAMU HSP point of contact provided below a revised HSP for each subcontracting opportunity to be modified.</p> <p>If the selected vendor subcontracts any of the work without complying with TAC 20.14 and without prior approval from the Texas A&amp;M Department of Procurement Services, the vendor will be deemed to have breached the purchase order and be subject to any remedial actions provided by Texas Government Code, Chapter 2161, state law and TAC 20.14 (6). Texas A&amp;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&amp;M Point of Contact</u>  Patty Winkler, C.P.M.  979-845-4556  <a href="mailto:p-winkler@tamu.edu">p-winkler@tamu.edu</a></p>					

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	<p><b>Subcontracting Areas:</b></p> <p>Digital Development – Wright Inc – TBD  Print Production – Belmont Swag – TBD  Broadcast Production – Charlie Uniform Tango - TBD  Promotional Items – Belmont Swag – TBD  Photography – Big Picture Reps – TBD  Research – Strop - TBD</p>					
	<p>Blanket Agreement, Pool of Vendors for Graphic Design Services for the Marketing &amp; Communications Department located on the Texas A&amp;M University campus in College Station TX for the period of September 1, 2017 through August 31, 2018.</p> <p>Upon award, agreement(s) shall be extended to the entire Texas A&amp;M University (TAMU) and Texas A&amp;M University System (TAMUS).</p> <p>Successful Vendors placed within the pool will consist of graphic designers who meet the qualifications of this request as set by the Division of Marketing &amp; Communication. Vendors will be asked to provide services for a range of projects including print and digital media. Project scopes may range from electronic production print files to full concept development.</p> <p>Upon award, orders will be placed on an as-needed basis. Prices shall remain firm through the time frame listed above.</p> <p><b>Rates:</b></p> <p>Vendor shall supply hourly rates for Design and Production (if billed at different rates).</p> <p>Vendors shall provide a listing of any additional costs and description of work not listed here-in.</p> <p><b>Travel</b></p> <p>Travel required for press- checks or photo shoots may be reimbursed at cost not to exceed the State of Texas per diem rates.  (<a href="https://fm.xcpa.state.tx.us/fm/travel/travelrates.php">https://fm.xcpa.state.tx.us/fm/travel/travelrates.php</a>)  All travel expenses must be pre-approved.</p>					

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	<p><b>Renewal:</b></p> <p>Texas A&amp;M University reserves the right to renew the awarded agreement for an additional three (3) years, one (1) year at a time, if mutually agreed upon by both parties with all terms and conditions remaining firm.</p> <p>In the event of renewal, contract pricing may increase as per the quoted maximum percentage increase for each renewal period.</p> <p>9-1-18 - 8-31-19: 5%</p> <p>9-1-19 - 8-31-20: 5%</p> <p>9-1-20 - 8-31-21: 5%</p> <p><b>Cancellation:</b></p> <p>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.</p> <p>Texas A&amp;M reserves the right to cancellation within thirty (30) days written notice.</p> <p>Unacceptable performance by the vendor may be cause for immediate cancellation if deemed necessary by TAMU Procurement Services.</p> <p><b>Ownership:</b></p> <p>-Artwork files will be owned by Texas A&amp;M University</p> <p>-Texas A&amp;M University holds unlimited creative usage rights</p> <p>-Vendor retains copyrights for self-promotion, but not for resale</p> <p>Vendor will complete and deliver all work to the department or its designated representative within the timeframe specified on the individual project assignment</p> <p>Any work that is unsatisfactory in quality will be returned for correction at no cost to the Texas A&amp;M University ordering department.</p>					

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	<p>Upon acceptance and assignment of projects, vendor shall become versed in Texas A&amp;M University's brand and visual guidelines (<a href="http://brandguide.tamu.edu">http://brandguide.tamu.edu</a>).</p> <p>Knowledge and understanding of the University's mission and vision, and previous work performed for Texas A&amp;M University is a preferred.</p> <p><b>Adding Additional Vendors:</b></p> <p>Texas A&amp;M reserves the right to add vendors after the original award of this agreement, on an as needed basis. Additional vendors added to the existing pool will be required to provide a pool application and samples. Upon acceptance of application and review of samples, vendor will be placed in the pool.</p> <p><b>Payment Terms:</b></p> <p>Payment terms shall be Net 30, Upon Receipt and Acceptance of product and approved invoice.</p>					
1.	<p>Graphic Design Services as per the above specifications.</p> <p>Please note: Production does not include the actual printing for any request – only an electronic print file.</p>	1	HR	135.00	135.00	