

STATE OF TEXAS
TEXAS BUILDING AND PROCUREMENT COMMISSION
TEXAS MULTIPLE AWARD SCHEDULE (TXMAS)

THIS CONTRACT is by and between the STATE OF TEXAS ("State") acting through The TEXAS BUILDING & PROCUREMENT COMMISSION ("TBPC"), with offices at 1711 San Jacinto Boulevard, Austin, Texas 78701 and VF IMAGEWEAR, INC ("Contractor") with offices at 545 MARRIOTT DRIVE NASHVILLE, TN 37214

1. BACKGROUND:

The Contractor has entered into a contract with the Federal Government under the Federal Government's Supply Schedule Contract Program administered by the General Services Administration ("GSA"). That program allows a contractor and the GSA to negotiate in advance of actual purchases the terms and conditions under which a contractor will supply goods or services to the Federal Government. Such a Federal schedule contract is not a commitment to purchase any goods or services; it is only a convenient way to do so should a Federal agency so choose during the contract's term.

The Texas Building and Procurement Commission has also determined that the Contractor's Federal schedule contract offers goods or services that may be of interest to various state agencies and has therefore decided to use the Contractor's Federal contract as a basis for a state multiple award schedule contract with the Contractor. It is recognized that prices reflected on GSA schedule contracts are most favored customer prices and are maximum prices. A State Agency or Local Government may negotiate a lower price for goods and services listed on a schedule contract. This state multiple award schedule contract (the "Contract") establishes terms and conditions under which a state agency may acquire the Contractor's goods or services, but it in no manner obligates any state agency to do so.

TERMS & CONDITIONS

2. COMPOSITION OF CONTRACT:

This Contract consists of the terms of the Contractor's Federal Schedule Contract, Number GS-07F-5758P (the "Federal Schedule Contract" or "Schedule

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Contract"), as amended by this Contract (*see paragraph 31 "ENTIRE AGREEMENT"*). The Contractor's Schedule Contract consists of all the documents and materials incorporated in that agreement with the Federal Government. Those documents include, among possible others, the Federal Government's original solicitation, the Contractor's offer to the Federal Government, with amendments, the Contractor's best and final offer letter, the final award, and the Contractor's most current version of its Authorized Schedule Price List. Additionally, all representations, clarifications, and certifications submitted by the Contractor as a part of that contracting process are also included. And it includes any laws, regulations, documents, guidelines, and other materials incorporated by reference in the Contractor's Schedule Contract, including all Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation (DFAR), Federal Information Processing Standards Publication (FIPS PUB), Federal Standards (FED-STD) and United States Code (USC) provisions, among others. By way of example, such would include all cited FAR and DFAR provisions relating to warranties, liabilities, and rights in data, and the GSA's Price Reduction Clause, among others.

3. CERTIFICATION OF ACCURACY:

The Contractor hereby certifies that all copies of the Contractor's Authorized Schedule Price List that were submitted to the State as part of the negotiation of this Contract are true, correct, current, and complete copies of that Price List. The Contractor further represents and warrants that all future Price Lists submitted to revise this Contract will also be true, correct, current, and complete copies of the then-current Price List under the Contractor's then-current Federal Contract.

4. FEDERAL REPRESENTATIONS:

The Contractor warrants that all certifications and representations made to the Federal Government as a basis for obtaining or as a part of its GSA Schedule Contract were and still are true and accurate. The Contractor further agrees that such representations are a basis for the State entering into this Contract and that such representation and certifications inure to the State's benefit.

5. FUTURE NOTICE:

The Contractor acknowledges that any continuing obligation to notify the Federal Government of changes affecting its GSA Schedule Contract, including by way of example, notices required under the price reduction provisions of its Schedule Contract, must be provided in the same manner to the State. The State's rights under those notices will be the same as the rights of the Federal Government. Additionally, the Contractor

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agrees to notify the State within thirty (30) calendar days of all changes in the status of or amendments to its Federal Schedule Contract.

6. PARTIES TO THE CONTRACT:

- (a) For purposes of this Contract, all references to "Government," "Federal Government," "GSA," or similar terms meaning the Federal Government in the Contractor's Schedule Contract will mean the "State." And references to the "Contracting Officer" will mean the State representative, or their successor or designee, who signed this Contract on behalf of the State. Additionally, for purposes of this Contract, all rights and obligations of the Contractor and the Federal Government under the Contractor's Schedule Contract, except to the extent that such would create an absurdity, or are otherwise clearly inappropriate, or would violate state or federal law, will be rights and obligations between the Contractor and the State.
- (b) This Contract may be relied on by any "State Agency" as defined under section 2251.001(8) of the Texas Government Code and any "Local Government" as defined under section 271.101 of the Texas Local Government Code. Whenever a Local Government relies upon this Contract to issue a purchase order, the Local Government will step into the shoes of the State under this Contract. Any order placed by a Local Government under this contract will be between the Contractor and the Local Government. The Contractor will look solely to the Local Government for performance, including but not limited to payment, and will hold the State harmless with regard to such orders. The State, however, will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Local Government.
- (c) Nothing in this Contract requires the Contractor to accept an order from a Local Government where the Contractor reasonably believes that the Local Government is or will be unable to perform its obligations in relation to that order.

7. SPECIFIC CHANGES TO PROVISIONS INCLUDED IN CONTRACTOR'S SCHEDULE CONTRACT:

The State and the Contractor agree to the following changes to specific provisions of the Contractor's Federal Schedule Contract, notwithstanding anything to the contrary contained in the Contractor's Federal Contract:

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- (a) All equipment will be new and all replacement parts will be new.
- (b) The ordering and payment addresses under this Contract will be those contained in the Contractor's offer letter to the State.
- (c) Payments and invoicing will be done according to the terms discussed under paragraph 12 "PAYMENT DUE DATE" and paragraph 13 "INVOICE REQUIREMENTS", below.
- (d) All shipping of equipment under warranty for repairs will be at the Contractor's expense.
- (e) All references to hours of the day will be deemed to be references to Central Standard/Daylight Time.
- (f) The State will not purchase goods or services for overseas delivery, or provide the Contractor with overseas support.
- (g) The Contractor will not offer to the State any products that are not Year 2000 compliant. All such items listed in the Contractor's Authorized Price List are deleted for purposes of the State.
- (h) As this Contract refers to a GSA schedule contract for convenience, orders under this Contract are not orders under the GSA schedule program. Therefore, the federal supply schedules for blanket purchase agreements, contractor team arrangements are not applicable to this contract. However, for administrative convenience and to satisfy a total best value procurement requirement, a purchasing entity may, if the quoted price is determined to be fair and reasonable, purchase incidental items that are not on the GSA contract schedule. The purchase of incidental, off schedule items will be treated as an open market purchase and clearly labeled on the schedule purchase order as open market (OM) items.
- (i) Those terms and conditions of the Contractor's offering documentation not specifically referenced by the Amendments delineated under this heading shall remain unchanged.
- (j) The contractor will provide a Universal Resource Locator (URL) address that is exclusive to the contractor's TXMAS contract and catalog. The "hot link" must allow users access to the contractor's TXMAS catalog from the TBPC website.

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- (k) In conjunction with the submission of the Contractor Quarterly Sales Report referred to in Paragraph 8 of this document, the Contractor shall remit to the State of Texas a sales rebate which will not exceed the GSA Industrial Funding Fee (IFF) that is in effect at the time of the Quarterly Sales Report submission.

8. CONTRACTOR QUARTERLY SALES REPORT:

- (a) The Contractor shall report to the State the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales under this Contract by fiscal quarter (i.e., September-November, December- February, March- May, June- August). The dollar value of the sale shall be the price paid by the schedule user for the products and services on a schedule contract task or delivery order, as recorded by the Contractor.
- (b) The Contractor shall report the quarterly dollar value of sales electronically in the on-line format provided by TBPC (See Paragraph 8(e), below). If no sales occur, the Contractor shall report "zero" sales. The report shall be submitted within thirty (30) calendar days following the completion of the reporting period.
- (c) As a component of the Contractor Quarterly Sales Report the Contractor shall remit a Sales Rebate that is authorized by the Texas Government Code, Chapter 2155.510. The Sales Rebate shall be based on the GSA Industrial Funding Fee (IFF) rate that is effective at the time of the report submission. The Sales Rebate rate that will apply to Contract Quarterly Sales Reports submitted for the fiscal quarters commencing March 2004 shall be 0.75%. This rate shall apply to all quarterly Sales Rebates until a new IFF rate is set by GSA.
- (d) The Sales Rebate remittance should be identified as "TXMAS Sales Rebate" and made payable to **TBPC**. The remittance address is: Texas Building and Procurement Commission, Attn: Fiscal Division, Post Box 13047, Austin, TX 78711-3047.
- (e) The Contractor shall also submit a final closeout report within one hundred and twenty (120) calendar days after the expiration or termination of this Contract. The contract shall expire upon the physical completion of the last outstanding task or delivery the final order under the Contract. The closeout report shall include all sales not shown in the final or most recent quarterly report and shall reconcile all errors and credits. If the Contractor reported all

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contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor shall report "zero" sales in the closeout report.

- (f) The Quarterly Sales Report shall be submitted electronically online at:
<http://portal.tbpc.state.tx.us/txmas/vendor/>
see Attachment A.
- (g) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to submit sales reports in a timely manner, the State may terminate or cancel this Contract in accordance with Paragraph 19 ("CANCELLATION").

9. DISTRIBUTORS:

- (a) The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, address, and telephone number of any such dealer, as well as the dealer's purchase order and payment address(es), Federal Employer's Identification number (FEI) and Dun and Bradstreet (DUNS) number if available. The Contractor must also submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Director of Procurement. In doing so, the Contractor warrants that:
 - (1) The dealer has been given a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing to be bound by the terms and conditions in this Contract.
 - (2) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
 - (3) The Contractor agrees to remain liable under this Contract for any failure of the dealer to perform and any breach of the dealer under this Contract.
 - (4) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due the Contractor once the State has paid the dealer.
 - (5) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

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- (b) If the Contractor wants to designate a business entity that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. One or more distributors may be identified in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form and DUNS number. All other requirements and obligations for designating a dealer apply to designating a distributor.

10. POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS):

- (a) In accordance with the Texas Government Code, Sections 2161.181-182 and section 111.11 of the Texas Administrative Code (TAC), state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Building and Procurement Commission (TBPC) HUB Rules, 1 TAC 111.11-111.28 encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.
- (b) The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study:
- (1) 11.9% for heavy construction other than building contracts;
 - (2) 26.1% for all building construction, including general contractors and operative builders contracts;
 - (3) 57.2% for all special trade construction contracts;
 - (4) 20% for professional services contracts;
 - (5) 33% for all other services contracts; and
 - (6) 12.6% for commodities contracts.
- (c) Each state agency shall make a good faith effort to meet or exceed these goals and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year.
- (d) Contractors are urged to utilize Texas Certified HUBs as dealers or distributors whenever possible to promote full and equal business opportunities and assist state agencies in meeting the goals listed above. Instructions for generating a list of Certified Texas HUB Vendors that are registered on the Texas Centralized Master Bidder List (CMBL) for the

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commodities included in the contract schedule is attached (see Attachment B). You are also strongly encouraged to make a good faith effort within the basic terms of the GSA contract and consider engaging the service of a HUB to meet your contractual obligation in Texas. The attached TXMAS HUB Good Faith Effort Certification must be completed and returned with this document (see Attachment C).

11. LIMITATION OF LIABILITY:

THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

12. PAYMENT DUE DATE:

- (a) Except as provided for in section 2251.021(b) Texas Government Code payment by a State Agency or Local Government is due within thirty (30) calendar days after the later of:
- (1) the date the State Agency or Local Government receives the goods under the contract;
 - (2) the date the State Agency or Local Government receives a proper invoice (see paragraph 13 "INVOICE REQUIREMENTS") for the goods or services; or
 - (3) the date the performance of the service under the contact is completed
- (b) Except as provided for in section 2251.021(b) Texas Government Code, a payment will begin to accrue interest at a rate of one percent a month on the 31st day after the later event described by subsections (a)(1) through (3). Interest stops accruing on the date the State Agency or Local Government mails (postmark) or electronically transmits the payment.

13. INVOICE REQUIREMENTS:

- (a) In order to receive payment, Contractor must submit an original invoice to the office designated in the purchase order as the "Bill To" address. To be a proper invoice, the invoice must include the following information and/or attachments:

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- (1) Name and address of the Contractor as designated in this Contract.
 - (2) The Contractor's Texas Identification Number (TIN) as designated in this Contract.
 - (3) The Contractor's invoice remittance address as designated in this Contract.
 - (4) The purchase order number authorizing the delivery of products or services.
 - (5) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).
- (b) If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements or if the Contractor fails to give proper notice of a price increase (*see paragraph 15 "NOTIFICATION OF PRICE INCREASE"*), the State will send the Contractor written notice with the improper invoice to the address designated for receipt of purchase orders within fifteen (15) calendar days after receipt of the invoice. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice.

14. AUDIT REQUIREMENTS:

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

15. NOTIFICATION OF PRICE INCREASES:

For price increases authorized under this contract, notification of such must be given to the TBPC and to the purchase order "bill to" address contained in the applicable purchase order(s) for any orders affected by the increase (e.g., existing leases, licenses, or annual maintenance programs). The Contractor must give these notices no later than thirty (30) calendar days before the effective date of the price increase. This notification must

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specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

16. NON-APPROPRIATION OF FUNDS:

The State's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this Contract, the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.

17. PUBLIC INFORMATION:

Pursuant to Texas Government Code, Chapter 552, The Public Information Act, all information in the possession of the Texas Building and Procurement Commission is subject to disclosure in accordance with the provisions of the act.

18. TAXES:

The State is exempt from all state and local taxes and does not agree to pay any taxes.

19. CANCELLATION:

The State or the Contractor may cancel this Contract without cause on thirty (30) calendar days written notice. But, in the case of any lease of goods or services or any license of software or other intangible property entered into before the effective date of the termination, the State will have the right to continue such lease or license after termination on the same terms.

20. AUTOMATIC RENEWAL:

This contract is automatically renewed on the date that GSA exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods unless modified by mutual agreement.

21. DELIVERIES: Unless stated otherwise in the federal supply schedule, all deliveries will be F.O.B. Destination.

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22. EQUAL EMPLOYMENT OPPORTUNITY:

The Contractor will comply with all Texas laws regarding equal opportunity employment opportunity.

23. DRUG FREE WORKPLACE:

The Contractor will make a good faith effort to ensure that none of its employees are under the influence of or possess illegal drugs or alcohol or abuse prescription drugs while they are on State property.

24. CONTRACTOR AFFIRMATIONS:

- (a) The Contractor 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 the submitted contract.
- (b) Contractor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) as amended, and the Texas Free Enterprise and Antitrust Act of 1983, Tex. Bus. & Comm. Code Sec. 15.01, et seq. (1983).
- (c) Neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or Federal Antitrust laws, (see item b, above)
- (d) Pursuant to Texas Family Code 231.006 (d), (relating to child support), the Contractor certifies that the individuals or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment may be withheld if the certification is inaccurate.
- (e) Under Section 2155.004 Texas Government Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

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- (f) The Contractor shall defend, indemnify, and hold harmless the State of Texas, 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 contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
- (g) Contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the state of Texas.
- (h) Contractor certifies that they are in compliance with section 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency. If section 669.003 applies, vendor will complete the following information in order for the offer to be evaluated:

Name of Former executive: _____

Name of State Agency: _____

Date of separation from State Agency: _____

Position with Contractor: _____

Date of Employment with Contractor: _____

25. PUBLICITY:

The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the prior, written consent of the State.

26. TRAINING REQUIREMENTS:

The Contractor will send as a minimum one corporate representative and one dealer/distributor representative from each authorized dealer/distributor for training on TXMAS procedures prior to receiving award of a TXMAS contract. The TXMAS Unit in Austin, Texas will provide training. Training dates, location and times will be coordinated with the TXMAS Unit.

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27. TRAVEL EXPENSES:

Any travel or per diem required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. All travel and per diem that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with State of Texas Travel Allowance Guide.

28. HEADINGS:

The headings used in this Contract are for convenience only and will not be used in interpreting this Contract.

29. ASSIGNMENT:

The Contractor will not assign this Contract without the written consent of the State.

30. ORDER OF PRIORITY:

If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.

31. ENTIRE AGREEMENT:

This Contract consists of the Contractor's Schedule Contract (*see paragraph 2 "COMPOSITION OF CONTRACT"*), this Contract document, the Contractor's State Offer Letter, and, if applicable, the Contractor's letter(s) designating dealers (and/or distributors), and any price lists or catalogs specifically mentioned elsewhere in this Contract. The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing.

32. GOVERNING LAW:

This Contract is governed by and will be construed under Texas law, and venue for any dispute will be in a court of competent jurisdiction in Travis County, Texas.

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33. SEVERABILITY:

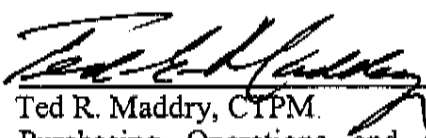
If any part of this Master Agreement shall be declared unlawful, all other provisions not affected shall remain in full force and effect

TO SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) below and unless otherwise indicated is effective as of the date of signature by the State.

THE CONTRACTOR

STATE OF TEXAS,
TEXAS BUILDING & PROCUREMENT
COMMISSION
PROCUREMENT DIVISION

By:  _____



Ted R. Maddry, CIPM.
Purchasing Operations and Customer
Service Manager

Title: VICE PRESIDENT, SALES

Date: 3-24-06

Date: 3-24-2006

To Prospective Texas Multiple Award Schedule (TXMAS) Vendors

**Subject: Historically Underutilized Business (HUB)
Good Faith Effort Certification**

As addressed in the basic Contract Terms and Conditions, contractors are strongly encouraged to engage the services of Texas Certified HUBs as distributors or dealers whenever possible to promote full and equal business opportunities and to assist state agencies in meeting the goals specified in the State of Texas Disparity Study. The decision to utilize the services of a currently Certified Texas HUB must be based on a good faith effort and as a potential contractor you are required to show documented evidence that an active participatory role for a HUB entity was considered. Should you elect to use the services of a Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) that may be eligible for Texas Hub certification, arrangements can be made to expedite the application process.

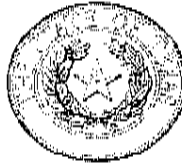
Please answer the following questions by selecting the response that applies to your good faith effort decision. Check the appropriate response(s).

- YES NO 1. Are the services of a Certified Texas HUB being utilized to perform the contract referred to in the Terms and Conditions? **
- YES NO 2. Are the services of a MBE/DBE or equivalent that may be eligible for Texas HUB certification being utilized to perform the contract referred to in the Terms and Conditions?
- YES NO 3. Will a Small Business, as defined by regulations of the Small Business Administration (SBA) in 13 C.F.R., Section 121.201, perform the basic contract as awarded by the General Services Administration (GSA)?
- YES NO 4. Will the contract be performed by a distributor, dealer or Manufacturer, under existing agreements approved by GSA, that includes Small Business/MBE/DBE/HUB participation?

Note: This document will become an attachment to the Contract Terms and Conditions and is affirmed by the signature on the Contract Terms and Conditions.

** The attached randomly selected list of Certified Texas HUBs dealing in the goods and services included in this multiple award schedule contract opportunity should be considered in the selection/decision process.

INTERIM EXECUTIVE DIRECTOR
Edward L. Johnson



CHAIRMAN
Brenda Pejovich

COMMISSIONERS
Stuart S. Coleman
James S. Duncan
Bob Jones
Victor E. Leal
Mary Ann Newman-Buckley
Betty Reinbeck

Texas Building and Procurement Commission

March 24, 2006

Mr. Jim Tewmey
VF Imagewear, Inc.
545 Marriott Drive
Nashville, TN 37214

RE: Contract No. TXMAS-6-84070
Contract Period 03/24/06 through 03/31/10

Dear Mr. Tewmey:

Your company has been awarded a contract under the Texas Multiple Award Schedule (TXMAS) program. The period of the contract is shown above and will coincide with the contract period of your contract, GS-07F-5758R with the General Services Administration (GSA). As stated in your contract with the State of Texas, Terms and Conditions, you are responsible for notifying the Texas Building and Procurement Commission (TBPC) within thirty (30) calendar days of any change in the status of your contract with GSA or amendments to the Federal Schedule Contract.

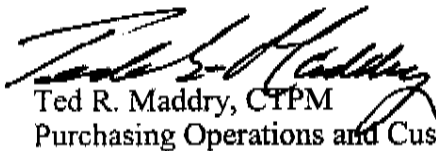
All terms and conditions set forth in the document that you signed as a part of your offer to the State are made a part of this TXMAS contract. Please note that any payment due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas. Additionally, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the TBPC and the contractor to attempt to resolve all disputes arising under this contract.

As set forth in Section 8 of the Contract Terms and Conditions, a Quarterly Sales Report is required under this contract. The reporting requirement will commence for the period March-May 2006. Subsequent reports will follow the calendar quarters (i.e., June-August, September-November, and December-February).

VF Imagewear, Inc.
March 24, 2006
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In order to facilitate catalog access to TXMAS contractor catalogs, the TBPC will maintain a web page exclusive to your TXMAS contract. In addition to user instructions and informational details relating to the contractor, a universal resource locator (URL) address is required for the contractor's catalog. The catalog may be the same as the catalog used for the GSA Advantage e-procurement program, but it must have a TXMAS identifying cover and a URL, exclusive to the TXMAS program. It is requested that your catalog web address be established within fourteen (14) calendar days and provided by e-mail to the TXMAS Program Unit at txmas@tbpc.state.tx.us. If you have any questions regarding this or any of the other requirements relating to the TXMAS program, please contact Ted Maddy at 512-463-3384.

Respectfully,



Ted R. Maddy, CTPM
Purchasing Operations and Customer Support Manager