KANSAS STATE UNIVERSITY
PURCHASING OFFICE
21 ANDERSON HALL
919 MID-CAMPUS Dr. NORTH
MANHATTAN, KS 66506
PHONE 785-532-6214; FAX 785-532-5577

CONTRACT COVER

Date: December 21, 2015
Procurement Officer: Carla Bishop
Contract No.: 40326
Phone: 785-532-6214
Replaces Contract No: N/A
E-Mail: kspurch@k-state.edu

Item:          Customized Promotional and Apparel Items
Primary Using Department: Kansas State University-Division of Communications & Marketing

Period of Contract: December 12, 2012 through October 31, 2017
Contractor Information: Sunflower Marketing (MC Industries Inc.)
3601 SW 29th Street
Topeka, KS 66614

Contact Information: CONTACT: Amber Track-Moore-Account Coordinator
Phone: 800-337-1097 ext. 107or 785-435-8207
E-mail: amoore@sunflowermarketing.com

Conditions:
Contract Change: Updated contact information.
Prices: As bid per IFB/RFP #40326
Payment Terms: Net 30
KANSAS STATE UNIVERSITY  
Purchasing Office  
21 Anderson Hall  
Manhattan, KS 66506  
Phone 785-532-6214  Fax 785-532-5577

Contract signature sheet

Date: 01/08/2013  
contract No.: 40326  
Replaces Contract No.: N/A  
Procurement Officer: Cathy Oehm  
Phone: 785-532-1859  
E-mail: cathyo@k-state.edu

Item: Customized Promotional and Apparel Items  
Primary Using Department: Kansas State University — Division of Communications & Marketing  
Period of Contract: 12/21/2012 through 10/31/2017  
Contractor Information: Sunflower Marketing (MC Industries Inc)  
3601 SW 29th Street  
Topeka, KS 66614  
CONTACT: Kim Redeker  
Phone: 800-337-1097; Fax: 785-273-2945  
E-mail: kredeker@mclnd.com  
Prices: As bid on KSU-IFB/RFP #40326  
Payment Terms: Net 30

The parties agree as follows:

1. Subject to the terms and conditions of this contract and companion Contract Award document, K-State Purchasing hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to K-State Purchasing in response to above referenced contract/quote number.

2. It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish products or services for the period noted above on orders from Division of Communications & Marketing at the price or prices contained in the bid. Division of Communications & Marketing agrees to pay on delivery of the item(s) the amount(s) billed by Contractor in accordance with the bid as shown on delivery invoice(s) of the Contractor to Division of Communications & Marketing. Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.

3. Failure of Contractor to furnish the item(s) in accordance with the bid specifications incorporated into this contract by reference, or failure of Contractor to deliver the item(s) in accordance with any time schedules prescribed in this contract or any documents incorporated by reference into this contract shall result in forfeiture of any performance bond of Contractor and/or in termination of this contract at the option of K-State Purchasing.

4. It is understood and agreed that the provisions set out in the K-State Purchasing Office bid document for this contract are incorporated and made a part of this contract by reference as though fully set forth herein. Contractor agrees and understands that these documents are controlling over Contractor's bid, invoice, department order forms or any other documents of the Contractor.

5. The provisions found in Contractual Provisions Attachment, is incorporated and made a part of this contract by reference.

6. In the event of any disputes regarding the terms and conditions of this Contract or payments alleged to be due and owing, Contractor's sole remedy shall be with the Department that placed the order.

Sunflower Marketing (MC Industries Inc)  
By: _______________  
Printed Name: _______________  
Title: _______________

KANSAS STATE UNIVERSITY  
By: _______________  
CARLA BISHOP  
DIRECTOR OF PURCHASING
Kansas State University IFB/RFP 40326
Customized Promotional and Apparel Items
Response Clarification Questionnaire

1. KSU anticipates the potential for this contract to be awarded to multiple vendors. Would that alter your proposal? ____ Yes  ____ No

2. What will be your approach to KSU departments regarding assistance to discovering new and exciting promotional items and apparel? Please see the attachment
   a. How have you partnered with current customers? Please see the attachment
   b. How will you partner with KSU, rather than just being a “supplier”? Please see the attachment

3. How often will you be available to KSU departments on campus?
   ____ Daily  ____ Weekly  ____ Monthly  ____ not at all Additional trips will be made as needed.

4. Would same day consultation be available, as well as multiple office visitations, as needed, to assist KSU departments in promoting their departments or schools? ____ Yes  ____ No

5. Do you offer a catalog or multiple catalogs?  ____ Yes  ____ No

6. Do you have a website? ____ Yes  ____ No
   a. Will the website reflect KSU pricing and costs? ____ Yes  ____ No

7. Does your website offer a tool to determine freight costs including FOB Destination, Freight Prepaid and Addeded, which would allow KSU to issue accurate Purchase Orders? ____ Yes  ____ No
   (It is not a tool, but freight can be calculated on the website)

8. Quotations must include freight charges. Freight terms are to be FOB Destination, Freight Prepaid and Addeded to invoice. Will you be able to quote freight terms at same time that materials are quoted for Purchase Orders? ____ Yes  ____ No

9. Will you accept a University Purchase Order? Kansas State University is Net 30 Days after arrival and acceptance of order. Preferred ___ Yes  ____ No
   a. Will you accept a VISA Procurement Card for smaller purchases? ____ Yes  ____ No
   b. Will you accept a verbal order from the departments? Payment (after receipt of complete order) would be made with a University Invoice Control Document to be paid Net 30 Days after receiving materials in acceptable condition. ____ Yes  ____ No

10. Do you provide order tracking? ____ Yes  ____ No

11. Will you hold prices firm for the first year of the contract? ____ Yes  ____ No
   a. Will you honor the pricing requirement identified in the Invitation for Bid/Request for Proposal? 
   PRICE: Prices shall remain firm throughout the contract period. On the contract anniversary date, the price may be adjusted up or down (maximum 5%) keyed to market conditions. It is understood that in the event the parties cannot agree upon the renewed price the contract will be terminated. ____ Yes  ____ No

12. What different file formats will you accept for artwork, logos and wordmarks? Preferred formats are eps vector art or adobe illustrator. We will accept other forms, but they will need to be redrawn once received.
13. In what ways can artwork, logos and wordmarks be transmitted? ____ Email  ____ Mail  ____ Web portal
   a. Email: ____ Yes  ____ No
   b. Mail: ____ Yes  ____ No
   c. Web portal: ____ Yes  ____ No

14. Explain in detail your exchange, return and refund policy? Please see the attachment.
15. How would you resolve a quality conflict? Please give us a scenario of the steps you would take to resolve the problem to mutual satisfaction. 
   Please see the attachment

16. Please give us a scenario of how you would find a resolution for a delivery issue when the delay is beyond your control? 
   Please see the attachment

17. What follow-through and follow-up do you perform regularly with the manufacturer/supplier providing the product and with Kansas State University? 
   Please see the attachment

18. Do you have a secure website for the placement of online orders? X Yes No
   Our website with this feature will be launched by the end of the year.

19. Can departments review historical purchase information? X Yes No

20. Are reports regarding historical purchase information available? X Yes No
   a. What type of reports? We can tailor reports to fit the departments needs. Reports can be run weekly, monthly, quarterly, etc

21. Do you supply various quality levels?
   a. Low-End X Yes No
   b. Mid-Grade X Yes No
   c. High-End X Yes No

22. Do you outsource apparel printing and embroidery? X Yes No

23. Describe your company's history include number of years in the customized promotional and apparel items business, your facility and all product offerings.
   a. Number of years in the customized promotional & apparel items business: 33 years
   b. Where is your facility located? Corporate office: Topeka, KS
      Production: Geneva, NE
      Over 800,000 promotional items are available
   c. What products do you offer? Screen print and embroidered apparel and
   d. What are the capabilities for apparel printing & embroidery? Please see attached
   e. What type of experience does your firm and your employees? Please see attached
   f. How many years of experience for your firm? 33 years
   g. How many years of experience do your employees have? Please see attached

24. On the following pages you will find a mock market basket order sample that we ask you to complete as you would if it were an actual order.

   This sample is established to enable a fair comparison between companies; do not order or ship this merchandise. All pricing to achieve the required items and logos must be indicated, i.e., cost of item, set up fees, shipping charges, color change charges, etc.

   For pricing purposes, shipping point shall be assumed to be Kansas State University, 21 Anderson Hall, Manhattan, KS 66506.

I (we) have read and understand the Response Clarification Questions and agree it is a part of my (our) bid for IFB/RFP 40326 – Customized Promotional and Apparel Items.

NAME OF COMPANY OR FIRM: Sunflower Marketing

SIGNED BY: [Signature]

TITLE: Sales Manager DATE: 11/15/12
<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
</table>
| A    | 3800| Each | Drawstring/Cinch backpacks -  
- 210 Denier nylon or heavier  
- Dimensions shall be approx 14" W x 17" H  
- Shall have sturdy reinforced corners w/grommet and cord drawstring construction which shall be approximately 44" long from edge to edge  
- Color shall be K-State Purple – Pantone 268  
- Cord shall be black  
- Logo will be White imprint of K-State graphic and K-State sponsor logo on front  
- Camera ready/electronic file for logo artwork will be provided by KSU  
Brand/Product #: **Hit 3071** | **$1.23** | **$4,674.00** |
| B    | 3300| Each | Tote Bags -  
- Recyclable non-woven 80-100 GSM material  
- Dimensions shall be approx 13" W x 10" D x 15" H with 20" reinforced handle  
- Color shall be K-State Purple – Pantone 268  
- Logo will be White imprint of K-State graphic and K-State sponsor logo on front  
- Camera ready/electronic file for logo artwork will be provided by KSU  
Brand/Product #: **Hit 3031** | **$1.15** | **$3,795.00** |
| C    | 775 | Each | Purple T-Shirts –  
- American Apparel product #2456 V-neck or acceptable alternate  
- 100% Fine Jersey cotton with durable rib V-neck band  
- Fabric weight shall be a 4.3oz/yd² minimum  
- Color shall be K-State Purple – Pantone 268  
- Graphic Imprint shall be Single Color  
- Imprint location will be 1 Front and 2 Back  
- Camera ready/electronic file for logo artwork will be provided by KSU  
- On 8/1/2013 - KSU will provide actual quantity and size of t-shirts needed for delivery  
- Delivery shall be no later than Wed 8/7/2013  
Brand/Product #: **American Apparel 2456** | **$7.76** | **$6014.00** |
| D    | 3800| Each | Purple T-Shirts  
- Pre-shrunk heavyweight short sleeve  
- 6.1 oz 100% cotton  
- Taped shoulder to shoulder with seamless reinforced collar and taped neck with double stitching on sleeves and hem  
- Color shall be K-State Purple – Pantone 268  
- Logo on Front will be one 5-Color imprint  
- Logo on Back will be seven 1-Color imprints  
- Camera ready/electronic file for logo artwork will be provided by KSU  
- Size breakdown:  
  - Small = 1450  
  - Medium = 1170  
  - Large = 840  
  - X-Large = 270  
  - XX-Large = 70  
Brand/Product #: **Gildan 2000** | **$5.19** | **$19,722.00** |
<table>
<thead>
<tr>
<th></th>
<th>3200</th>
<th>Each</th>
<th>Dark Grey T-Shirts</th>
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<tr>
<td>E</td>
<td></td>
<td></td>
<td>• Pre-shrunk heavyweight short sleeve</td>
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<td></td>
<td>• 6.1 oz 100% cotton</td>
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<td>• Taped shoulder to shoulder with seamless reinforced collar and taped neck with double stitching on sleeves and hems</td>
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<td>• Color shall be Dark Grey – Pantone 422, 423 or 424 (no exceptions)</td>
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<td>• Logo on Front will be 1 Purple imprint</td>
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<td>• No Logo on Back</td>
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<td>• Camera ready/electronic file for logo artwork will be provided by KSU</td>
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<td>• Size breakdown:</td>
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<td>• Medium = 840</td>
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<td>• Large = 925</td>
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<td>• XX-Large = 300</td>
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<td>Brand/Product # Anvil 979</td>
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<td>$4.02</td>
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<tr>
<th></th>
<th>10,000</th>
<th>Each</th>
<th>Sticky Note Pads</th>
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<tbody>
<tr>
<td>F</td>
<td></td>
<td></td>
<td>• Shall be 3&quot;W x 3&quot;H with 50 sheets per pad</td>
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<td></td>
<td></td>
<td></td>
<td>• Paper color shall be White, with imprints.</td>
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<td></td>
<td>• Imprint colors shall be Black &amp; Grey</td>
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<td></td>
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<td>• Bottom border shall be Pantone 268 (K-State Purple). Bottom border shall be a bleed entirely across the width of the pad with graphic</td>
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<td>• Camera ready/electronic file for logo artwork will be provided by KSU</td>
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<td></td>
<td>Brand/Product # Bic P3A3A50</td>
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<td>$0.39</td>
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<tr>
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<th>15,000</th>
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<th>Pens</th>
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<tr>
<td>G</td>
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<td>• Astra style, contoured design, retractable mechanism with medium point black ink.</td>
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<td>• Color shall be solid Purple with brushed silver top/bottom accents.</td>
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<td>• Imprint color shall be White,</td>
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<td>• Imprint area on pen shall be 1.5&quot;w x .25&quot;h</td>
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<td>• Camera ready/electronic file for logo artwork will be provided by KSU</td>
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<td></td>
<td></td>
<td>Brand/Product # Crown Products/ASTRA</td>
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<td></td>
<td></td>
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<td>$0.56</td>
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<thead>
<tr>
<th></th>
<th>3000</th>
<th>Each</th>
<th>Gator Clip - Magnetic</th>
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<tr>
<td>H</td>
<td></td>
<td></td>
<td>• Clip size shall be approximately 1.3' x 1.5'</td>
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<td>• Clip color shall be Transparent Purple (PMS 2587)</td>
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<td></td>
<td>• Shall include Black rubber grip</td>
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<td>• Gator strength shall be 50-page hold minimum</td>
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<td>• Imprint color shall be White</td>
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<td>• Clip maximum imprint area shall be 1.3' x1.6&quot;</td>
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<td>• Camera ready/electronic file for logo artwork will be provided by KSU</td>
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<td></td>
<td>Brand/Product # Gator Mug - Gator Clip</td>
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<td>$1.18</td>
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<tr>
<th></th>
<th>5000</th>
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<th>Coasters</th>
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<tr>
<td>I</td>
<td></td>
<td></td>
<td>• Size shall be 4&quot; Diameter Round Coaster</td>
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<td></td>
<td>• Surface shall be soft brushed faux suede with non-slip rubber backing</td>
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<td></td>
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<td>• Material thickness shall be 0.125&quot;</td>
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<td>• Coaster shall be dishwasher safe</td>
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<td></td>
<td>• Coaster color shall be Ivory or Light Tan</td>
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<td></td>
<td></td>
<td></td>
<td>• Imprint color shall be Purple, Pantone 268 (K-State purple)</td>
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<td>• Camera ready/electronic file for logo artwork will be provided by KSU</td>
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<td></td>
<td>Brand/Product # Americanna 4ZC</td>
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<td>$0.50</td>
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2) Sunflower Marketing is continuously on the lookout for new and exciting product. We attend the PPAI show every year which is the largest apparel and promotional show in the United States. We also attend regional new product showcases to get additional new product ideas. We have vendor meetings multiple times a month allowing our preferred vendors to showcase their new and best selling items to us. We utilize the information that we learn from our vendors and trade shows and bring these ideas to our customers. We have internal personnel dedicated to finding new items. Our marketing department works to bring these ideas to our customers through email blasts, mailings and social media. Our sales department and customer support staff work with customers to find the specific items that will best fit their needs.

a) We currently have a contract with the Recreation Center on campus and work with that department for all of their apparel needs. Most of the product selection is done over the phone, online and through email. We have worked with many other departments on campus the same way.

b) We would welcome the opportunity to further partner with Kansas State University. Monthly visits will be made to the various departments on campus. Additional visits will be made as needed. Phone calls and emails will be placed daily. We will work to understand the needs of the individual departments and will proactively show them unique ideas that can be used for their events throughout the year. Catalogs and samples can be provided as needed. We keep track of all of our sales information and would be able to provide that to the departments. This would help with budgeting for current and future years. Reorders will be simple because we have a record of every item that has been purchased by department. We also have the capability of providing online stores should the need arise.

14) Sunflower Marketing guarantees any products produced by us to be free of defects in materials and workmanship. Please, inspect merchandise carefully upon receipt. Claims for damages or shortages must be made within 10 days of receipt of the order. Request for returns for damages or shortages must be made within 30 days of shipment date. Please, call 800-255-0370 for a return authorization.

When the defective product has been returned, Sunflower Marketing will replace the product, at no charge, and ship it to you at no additional expense, or in the event a replacement cannot be provided, refund the purchase price.

15) Despite all of the checks we have in place to prevent quality issues, in rare occasions there is an issue. We make every effort to resolve quality issues to our customer's complete satisfaction. In the event there is a quality concern, please notify your sales rep immediately and we will discuss the appropriate steps with you to get the product replaced quickly to your satisfaction. (Example: Our customer receives a polo shirt where the seam has come apart after
one washing. Upon notification of the issue, Sunflower will order a replacement shirt right away and ship to the customer at no charge. In some cases, a call tag will be issued to pick up the defective item for inspection to determine the cause.

16) Sometimes, there are circumstances beyond our control that may cause an order to be delivered later than expected. In those cases where an event may be missed, Sunflower will take the appropriate steps necessary to utilize quick shipping to meet the event deadline. Depending on the circumstances, Sunflower may cover the additional cost for air freight shipping.

17) Sunflower Marketing supplies all of its own printed and embroidered apparel. When an order is entered into the system an order confirmation is sent to the customer. If any questions arise during the print/embroidery process or we find that an item is backordered by the apparel vendor, the customer will be notified. A shipment notification will be sent to the customer once the order has shipped.

If the customer is ordering an ad specialty item, they will receive an order confirmation. They will also be emailed the tracking information for their order. On our end we will follow up with the vendor to confirm the order has been received. We will also follow up to make sure the order will meet the target ship date and will keep track of the order until we have the final tracking information. If any issues should arise, the customer will be notified immediately to find a solution.

23) D. Sunflower Marketing has 5 auto presses and 6 manual presses for print. We also have 44 heads of embroidery.

e. Our employees have experience in graphic design, screen print, embroidery, promotional products, fulfillment, packaging, customer service and account management. Training is very important to our organization and it is recommended that employees attend training that will enable them to grow within their area of expertise.

   g. Our production management team has over 100 years of combined experience. The years of experience by longevity are below:

   25 years – 1 person
   20 years – 5 people
   15 years – 3 people
   10 years – 12 people
   5 years – 4 people
Submitting Your Art to Sunflower Marketing

When our graphics department receives art, it may need to be redrawn. The average logo will take about an hour to redraw. Fonts will be matched if possible but will be substituted if we do not have the exact match. You can reduce or eliminate art charges by providing correct art files.

To simplify this process, please follow these steps:

1. **Use a vector image not a raster image**
   - A vector image uses math to create an image. The image can be adjusted to any size without ever becoming pixelated.
   - A raster image has a certain threshold. If its size is adjusted it becomes pixelated and unusable.
   - This is saved as an EPS.
   - This is saved as a jpg, tif, gif or psd (photoshop).

A Division of M-C Industries, Inc.
Use the right format

There are certain ways art must be saved using certain programs. If you are using either of the programs listed below, please do the following:

**Saving with Adobe Illustrator**

Macintosh or PC Compatible

1. Create “outlines” to all text in your document. This is best because the artist can easily make adjustments to all type. Go to Type → Create Outlines.
2. Color your text and graphics with standard Pantone (Spot) colors.
3. Create and save artwork in Vector Format, as an EPS file.

**Saving with Corel draw**

PC Compatible (MUST be exported to illustrator format .ai)

Always export your files according to the following specifications and be sure to include your supporting graphics when sending to us. When creating your files, please create only one page per document. Pages after the first one are lost when exported.

1. Color all text and graphics with standard Pantone or CMYK color mixes.
2. Export as an EPS file.
3. Always select the “text to curves” option to eliminate font information from your file.
3

Please remember

We cannot print using .jpg, .gif, .doc word files, or any other low resolution format, unless we convert them to EPS vector art. Inserting (or placing) these files into a document and saving it as an EPS does not change them into vector art. However, if these file types are all that is available, our graphics department can convert the files into EPS format. Publisher (.pub) files will not be accepted.

Thank you for choosing Sunflower Marketing!