

**STATE CONTRACT EXTENSION**

**State of Arkansas**  
**OFFICE OF STATE PROCUREMENT (OSP)**  
**1509 WEST SEVENTH STREET, ROOM 300**  
**LITTLE ROCK, ARKANSAS 72201-4222**

**THIS EXTENSION IS ISSUED BY THE OFFICE OF STATE PROCUREMENT AND DOES NOT AUTHORIZE SHIPMENT. A SEPARATE PURCHASE ORDER WILL BE ISSUED BY THE ORDERING AGENCY.**

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**STATE PROCUREMENT TRACKING NUMBER: 42595**  
**COMMODITY: Office Supplies**  
**CONTRACT PERIOD: November 1, 2010 through December 31, 2010**  
**BUYER: Renee' Gates, 501-371-6066**  
**DELIVERY REQUIREMENTS: As specified in original contract.**  
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**PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.**

**INVOICE TO:**  
**INVOICING INFORMATION**  
**WILL BE IDENTIFIED ON**  
**EACH INDIVIDUAL PURCHASE ORDER**

**DELIVER TO:**  
**DELIVERY INFORMATION**  
**WILL BE IDENTIFIED ON**  
**EACH INDIVIDUAL PURCHASE ORDER**

**CONTRACT AWARD TO:**  
**OFFICE DEPOT, INC.**  
**14600 TRINITY BLVD, SUITE 300**  
**FORT WORTH, TEXAS 76155**

**VENDOR NO: 100026950**  
**FEDERAL I.D. NO: 59-2663954**

**STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT**

**BY:** 

**DATE:** 10-27-2010



STATE OF ARKANSAS  
**Department of Finance  
 and Administration**

**OFFICE OF STATE PROCUREMENT**  
 1509 West Seventh Street,  
 Suite 300  
 Little Rock, Arkansas 72201-4222  
 Phone: (501) 324-9316  
 Fax: (501) 324-9311

COMMODITY: OFFICE SUPPLIES

RENEWAL: US COMMUNITIES CONTRACT 42595

CONTRACTOR: OFFICE DEPOT, INC.

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The Office of State Procurement and the above contractor agree to extend US Communities' Contract 42595 from November 1, 2010 through December 31, 2010. This agreement, the laws of the State of Arkansas and contract respectively constitute the agreement of the parties.

*Jim Poljman*  
 Jim Poljman  
 Office Depot  
10/24/10  
 Date

*Renee Gates*  
 Renee Gates  
 Arkansas State Procurement, Buyer  
10-27-2010  
 Date

*William Rains*  
 William Rains  
 Arkansas State Procurement, Project Manager  
10-27-2010  
 Date

## **CONTRACT EXTENSION TERMS AND CONDITIONS**

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

**9. BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

**10.DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

**11.STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

**12.DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

**13.VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

**14.INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

**15.STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

**16.ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

**17.OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

**18.LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

**19.QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.

**20.DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.