

**State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-3966
501-324-9316**

STATE CONTRACT AWARD

THIS IS THE FOURTH (4TH) OF FOUR (4) EXTENSION OPTIONS. THIS CONTRACT EXTENDS ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE ORIGINAL REQUEST FOR QUOTATION AND CONTRACT.

BUYER: Kelley Kelley

CONTRACT/BID NO: SP-06-0197

DESCRIPTION:

Custom Printed Index Tab Dividers

CONTRACT PERIOD:

March 1, 2010 through February 28, 2011

CONTRACT VALUE:

\$97,225.80

MATERIAL GROUP/CLASS:

96500/96600

PURCHASE REQUEST NO:

n/a

AGENCY CONTACT/PHONE:

As Specified on Purchase Order

DELIVERY REQUIREMENTS:

As Specified on Purchase Order

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:

DELIVER TO:

As Specified on Purchase Orders

DELIVERY TO:

As Specified on Purchase Order

CONTRACT AWARD TO:

M.C. Groark Inc.

10077 US Hwy 61

Ste. Genevieve, MO 63670

CONTACT NAME: Martin C. Groark

TELEPHONE NO: 941-730-7482

FAX NO: 573-483-9323

VENDOR NO: 100043561

FEDERAL I.D. NO: 43-1203069

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: _____ **DATE:** _____

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TERM AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the Request for Quotation govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the Request for Quotation.
3. **DISCOUNT:** 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

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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.

SCOPE:

This Contract is to supply custom printed index tab dividers over a one (1) year period to State Agencies and Cooperative Purchasing Program Participants on an as needed basis. Total price bid covers all of the materials and operations necessary for the production of items specified including but not limited to paper stocks, composition, negatives, proofs, die cutting, printing, packaging and inside delivery.

PRODUCT DESCRIPTION:

Index tab dividers provided under this contract will be 11" X 8 1/2" plus 1/2" tab extensions.

Indexes will be available with tabs on the 11" way only and two-hole or three-hole punched with 5/16" holes as specified below. The punched edge will be clear Mylar reinforced. Punching is available under this contract in the following configurations only:

1. Three-hole punched on the 11 inch way to fit a standard three-ring binder.
2. Two-hole punched on the 11 inch way 2-3/4 inches center-to-center.
3. Two-hole punched on the top 8-1/2 inch way 2-3/4 inches center-to-center.

Tabs print both sides. Typestyle is Helvetica. Two lines of type are acceptable for tab titles if necessary for legibility. Tab titles may be in all caps or upper and lower case letters as requested by the ordering entity. Tabs will be reinforced with clear or colored Mylar as requested. There will be no additional charge for Mylar color changes within sets of tabs. Tab shape is standard. Index tab dividers to have square corners.

Basic paper stock is 90 lb. white index. For an additional charge, indexes may be ordered in 90 lb. buff, blue or ivory index, or 110 lb. white, buff, or ivory index. There may be upcharges for both heavier stock and buff, blue or ivory stock. Vendor may substitute 90 lb. ivory index with 100 lb. manila tag.

Indexes will be gathered into sets unless specifically ordered uncollated. There is no price reduction for uncollated indexes.

ESTIMATED QUANTITIES:

Contractor must furnish the quantity requisitioned whether more or less than the estimates, as the State of Arkansas may elect.

DELIVERY SCHEDULE:

1. Inside delivery of the finished items must be made to the location specified on the ordering entity's purchase order within 20 working days of receipt of the order. Delivery of proofs, if requested, is required within ten (10) working days after receipt of order. "Working days" shall be defined as Monday through Friday of each week exclusive of all official state holidays.
2. The contractor shall be responsible for all transportation expenses including charges for inside delivery.
3. Items will ship to various F.O.B. points within the State of Arkansas.

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QUALITY:

All items provided under this contract shall be of good quality. Consistent ink density and coverage is required. Hollow or pitted type, hairlines, broken serifs and fluctuating alignment will not be accepted. All printing must be clear and concise with no blurred or broken letters. Trimming is to be even with no jagged or torn edges. All punching is to be accurate. Any procedure or technique not previously stated for shall meet industry standards for good quality.

TERM:

The term of this Contract will be effective March 1, 2010 through February 28, 2011

EXTENSION CLAUSE:

Any contract awarded from the offering of these specifications will be subject to extension for up to four (4) periods none of which are to exceed the original term of the contract. Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested. All prices will remain firm for any period agreed upon for extension.

VENDOR CONTACT:

Bidder is required to provide the following information regarding the individual who will represent the contractor in all matters related to the contract.

NAME: Martin C. Groark

PHONE NUMBER: 941-730-7482

ADDRESS: 10077 US Hwy 61

FAX NUMBER: 573-483-9323

Ste. Genevieve, MO 63670

E-MAIL ADDRESS: clyde@tabshoppe.net

OBLIGATIONS OF CONTRACTOR:

Vendor Representative. The contractor must have available a representative who can provide ordering entities with ordering and delivery assistance. The representative must respond to the requesting entity within 24 hours of verbal notification.

ORDERING/MINIMUMS/MAXIMUMS

All orders placed against this contract will be in the form of a purchase order issued directly to the contractor. ORDERING ENTITY SHOULD ATTACH A COMPLETED ORDER FORM TO THE PURCHASE ORDER.

Minimum order under this contract is 100 sets per item.

Maximum order for sets of index tab dividers will be 1,750 sets. Orders above the maximum quantity will be bid separately.

Index tab dividers must be ordered in multiples of 10 sets. There will be no reduction in price for repeat orders.

SUMMARY REPORTS:

The contractor is required to provide the Office of State Procurement with a summary report of the activity experienced under this contract as outlined below. This report is to be broken down by ordering entity, number of sets of tabs, number of tabs per set, and paper stock color and weight.

The summary report for all State agencies and for all Cooperative Purchasing Participants shall be routed to The Office of State Procurement, Attn: Index Tab Divider Buyer.

Reports are due by the following dates:

- Report #1 – June 30th (March-May Usage)
- Report #2 - October 31st (June-August Usage)
- Report #3 - December 31st (September-November Usage)
- Report #4 - March 31st (December-February Usage)

Failure to submit this data may be deemed as noncompliance with the provisions of the contract and may result in cancellation of the contract.

ITEM SPECIFICATIONS

SIZE:

All index tab dividers provided under this contract will be 11" X 8-1/2" plus 1/2" tab extension. All other sizes of custom index tab dividers will be bid separately.

PAPER STOCK REQUIREMENTS:

1. **Paper Stock.** White, buff, blue and ivory index, virgin or recycled, 90 lb. and 110 lb. weights, Springhill Index, Exact Index by Wausau Index or approved equal.

NOTE: Vendor may substitute 100 lb. manila tag for 90 lb. ivory index if needed.

Brand bid: **WAUSAU INDEX RECYCLED STOCK**

2. **Brand Names.** Brand names are used for purposes of quality identification only. Where the term "or equal" is used, comparable and acceptable other brands shall be determined by reference to the most recent annual edition of the "The Fine Paper Directory - Sample Book" (Paper Buyer's Guide), published by Grade Finders, Inc. In the event a paper is bid which is not listed in the Paper Buyer's Guide, it shall be the responsibility of the vendor to provide satisfactory proof that the paper meets or exceeds the specifications of the paper specified in the contract.

3. **Substitutions.** If at any point during the term of the contract the contractor is unable to provide the brand of paper stock indicated in the contract, any alternate brands must be verified as an equal and approved in writing by the Office of State Procurement prior to substitution or the State will not be responsible for payment.

MYLAR

1. **Mylar Colors.** Contractor must provide the following 16 standard Mylar colors for tabs:

Clear	Light Green	Light Yellow	Purple
Dark Blue	Medium Green	Yellow	Pink
Medium Blue	Dark Green	Orange	Brown
Light Blue	Amber	Red	Grey

2. **Color Changes.** There will be no additional charge for Mylar color changes within sets of indexes.

INK:

Black ink only.

PRESSWORK/SPECIAL OPERATIONS:

Indexes will be available with tabs on the 11" way only and two-hole or three-hole punched with 5/16" holes as specified below. The punched edge will be clear Mylar reinforced. Punching is available under this contract in the following configurations only:

1. Three-hole punched on the 11-inch way to fit a standard three-ring binder.
2. Two-hole punched on the 11-inch way 2-3/4 inches center-to-center.
3. Two-hole punched on the top 8-1/2 inch way 2-3/4 inches center-to-center.

Tabs print both sides. Two lines of type are acceptable for tab titles if necessary for legibility. Tab titles may be in all caps or upper and lower case letters as requested by the ordering entity. Tabs will be reinforced with clear or colored Mylar as requested. Index tab dividers are to have square corners.

Basic paper stock is 90 lb. white index. For an additional charge, indexes may be ordered in 90 lb. buff, blue or ivory index, 110 lb. white, buff, or ivory index.

Indexes will be gathered into sets unless specifically ordered uncollated. There is no price reduction for uncollated indexes.

COMPOSITION:

Vendor to provide composition for tab titles. Typestyle to be Helvetica. Tabs print two sides. Two lines of type are acceptable where required for legibility. No body copy is authorized under this contract.

PROOFS:

1. No proofs will be provided, unless requested. If proofs are requested, contractor may charge up to \$10.00 per order. Delivery of proofs is required within ten (10) working days after receipt of order. The contractor will be responsible for setting composition, checking for accuracy and producing and delivering the order. Any order produced by the contractor with misspelled words or incorrectly placed copy will require reprinting at no additional cost. Re-prints must be delivered within ten (10)

working days from date of notification.

NOTE: It is the responsibility of the contractor to request clarification on all orders where uncertainty exists as to spelling and/or copy placement.

2. Charge for author's alterations on proof is \$1.00 per line not to exceed \$10.00 per each order.
3. Both the using agency and the contract holder are responsible for keeping accurate records showing the time copy and proofs are mailed and received in order to calculate the final delivery date of the finished product. These records must show the dates proofs are mailed or delivered to the using agency and the date(s) they are returned. When the proofs are returned to the using agency, the contract holder will provide a proofing document for the agency to sign indicating if corrections are necessary. The document will show the signature of the person reviewing the document, the date it was reviewed, and the necessary corrections to be made, if any. The contractor will not proceed without this signature. The time proofs are out of his plant will not count against production time.
4. When proofs are submitted to the agency, it will be the agency's responsibility to make the necessary corrections. The notation "AA" (Author's Alterations) or "PE" (Printer's Error) will be made in the margin of the copy along side each correction.
5. Author's alterations are changes made by the originator after typesetting has been accomplished according to the original manuscript. If the printer makes errors in the setting of composition, the correction of these errors is not chargeable to the agency. The "PE", "AA" designations will identify those charges for which the agency should correctly be billed. Since most manuscripts have substantial changes made during the proofing process, a sizeable amount of money may be involved.
6. **Send proofs to** appropriate state agency or cooperative purchasing program participant.

OVERRUNS/UNDERRUNS:

Up to 10% overrun is authorized. ALL OVERRUNS MUST BE IN COMPLETE SETS. Overruns will be priced at 80% of the unit contract price. No underruns are authorized under this contract.

PACKAGING:

Finished items shall be packaged and cartoned so as to protect the contents from damage during shipment, handling and storage. Cartons shall not exceed 40 lbs. in weight each.

SAMPLES:

Contractor will not be required to provide samples to the Office of State Procurement. However, the using agency will be granted a reasonable time in which to inspect the merchandise and to determine if its quality meets the requirements or standards of the contract. If quality problems are evident, either a penalty for inferior merchandise will be assessed or vendor may be given the opportunity to correct the problem and could be charged a late penalty.

INVOICING:

If not otherwise specified, the contractor must submit invoices to the ordering agency in triplicate. The invoice must clearly show the contract number and agency's purchase order number.

MISCELLANEOUS CHARGES/ALLOWANCES:

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Prior to any work being performed under this contract that will result in additional costs, written authorization must be obtained from the Office of State Procurement.

Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at fair market price as established by the Office of State Procurement. However, any additional costs incurred after the contract award will not be used in determining the low bid. These costs may include, but are not limited to, halftones, author's alterations, extra composition, overruns, or any other unforeseen costs.

LIQUIDATED DAMAGES OR PENALTY (State Agencies):

All commodities furnished will be subject to inspection and acceptance after delivery. 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.

Liquidated damages imposed by the state against the contractor for failure to meet the delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. The Office of State Procurement will assess penalties for late delivery in all cases except those approved by the Office of State Procurement that relate to causes beyond the contractor's control. The contractor must notify, in writing, on a timely basis, the Office of State Procurement of such developments stating reason, justification and extent of delay. Other liquidated damages provided for in this contract must be verified and approved in writing by the Office of State Procurement prior to application by the ordering agency.

When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in a liquidated damage of up to 20 percent (20%) of the invoice price or \$500, whichever is smaller.

LIQUIDATED DAMAGES OR PENALTY (Cooperative Purchasing Participants)

All commodities furnished will be subject to inspection and acceptance after delivery. If the contractor fails to meet the specifications the Cooperative Purchasing Participant should notify the Office of State Procurement in writing.

Liquidated damages imposed by the State against the contractor for failure to meet delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire.

When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in a liquidated damage of up to 20% of the invoice price or \$500 whichever is smaller.

INDEX TAB DEFINITIONS

Tab: The extended portion of the sheet usually covered with protective clear or colored Mylar.

Cut: The length of the tab, designated by the number of tabs it takes to fill one bank at a certain tab length. For long titles, you should allow longer cuts so the words fit legibly.

Set: The entire grouping of tabs. The total number of tabs in all banks equals a set.

Bank: One row of tabs in consecutive order. Example: If you order 200 sets of 10 tabs, 1/5 cut, and your titles are numbers 1-10, then numbers 1-5 will make up the first bank; numbers 6-10 will make up the second bank.

Position: The location of a particular tab in a bank.

Tab extension: The measurement of how far the tab extends from the page.

Mylar: A registered trademark from DuPont. One type is a coating placed on the tab to protect it from wear and tear. The Mylar can be clear or colored. A second type is the strip placed on the back edge of the paper where the holes are drilled.

Body copy: Printing on divider in addition to the copy on tabs. Not available under this contract.

Punching or drilling: The process of cutting holes in the index tab dividers for installation in a three-ring binder or file folder.

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