

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

**STATE TERM CONTRACT**

**THIS IS THE FOURTH (4) 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.

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BUYER: Jessica Lowder 501-324-9316

**CONTRACT #: SP-09-0320**

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DESCRIPTION: **Bathroom Tissue and Paper Towels**

CONTRACT VALUE: \$1,359,229.20

ITEM PRICES: See Attached Pricing Sheet

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CONTRACT TERM: **July 1, 2013 through June 30, 2014**

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**INVOICE TO:**

As specified on Purchase Order

**DELIVER TO:**

As specified on Purchase Order

**CONTRACT AWARD TO:**

American Paper & Twine  
11611 Otter Creek S. Rd.  
Mabelvale, AR 72103

Vendor No. 100082253

CONTACT NAME: Melissa Feltner  
TELEPHONE NO: 501-224-1555  
FAX NO: 501-224-1599  
EMAIL: mfeltner@aptcommerce.com  
Federal ID: 62-0539002

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: \_\_\_\_\_ DATE \_\_\_\_\_

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**SCOPE:** This is a **TERM** contract to provide Bathroom Tissue and Paper Towels for All State Agencies and Cooperative Purchasing Program participants within Arkansas.

**PRICING:** The total bid price covers all of the materials and operations necessary for the production of EACH ORDER. This includes but is not limited to **recycled** paper, packaging and FOB Destination, —Inside Delivery, Freight Paid.

### **SPECIFICATIONS – BATHROOM TISSUE**

Products **MUST** meet **EPA** minimum guidelines.

**BATHROOM TISSUE:** Industrial roll tissue, 1-ply or 2-ply as specified. White tissue will be uniform in color and from recycled materials. Roll tissue shall be evenly and tightly wound on a stiff paperboard core having an inside diameter of 1.25" to 1.625". The tissue shall be perforated so the sheets can be cleanly and completely separated. The tissue shall be clean, soft, and shall be free from visible wood splinters, specks, holes, wrinkles or other imperfections which would affect either appearance of serviceability.

#### **GROUP I: BATHROOM TISSUE**

<b>ITEM</b>	<b>ESTIMATED QUANTITY</b>	<b>DESCRIPTION</b>
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1.	14,000 CS	White, 1-Ply, 4.5"W x 3.75"L Sheet, Facial Quality, Wrapped.
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Sheet Size: 4"W x 4.05"L      Sheets/Roll: 1,210      Rolls/Case: 80

Brand Bid & No.: Georgia Pacific 14580/01

Environmental Friendly Brand Bid & No.: Georgia Pacific 14580/01

3<sup>rd</sup> Party Certification: Eco-Logo

Sheet Size: 4"W x 4.05"L      Sheets/Roll: 1,210      Rolls/Case: 80

1-ALT.	White, 1-Ply, 4.5"Wx3.6"L Facial Quality, Wrapped
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Sheet Size: 4.5"Wx3.6"L      Sheets/Roll: 1,000      Rolls/Case: 96

Brand Bid & No.: von Drehle 451673

2.	7,000 CS	White, 2-Ply, 4.5"W x 3.75"L Sheet, Facial Quality, Wrapped
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Sheet Size: 4.5"W x 4.5"L      Sheets/Roll: 500      Rolls/Case: 96

Brand Bid & No.: von Drehle 6022

Environmental Friendly Brand Bid & No.: SCA TM1616S

3<sup>rd</sup> Party Certification: Eco-Logo

Sheet Size: 4"W x 3.75"L      Sheets/Roll: 500      Rolls/Case: 96

**ITEM   ESTIMATED   DESCRIPTION  
                 QUANTITY**

3.      1,500 CS      White, 2-Ply, 3.6" to 3.7"W x 1,000 Ln.Ft., 3.25"  
   to 3.3" Diameter Core, 8.8" to 9" Outside  
   Diameter

Rolls per Case: 12

Brand Bid & No.: von Drehle 1209

Environmental Friendly Brand Bid & No.: Cascade 4097

3<sup>rd</sup> Party Certification: Green seal

Rolls/Case: 12

**SPECIFICATIONS – PAPER TOWELS**

Products **MUST** meet **EPA** minimum guidelines.

**PAPER TOWELS:** Towels to be folded or in rolls as specified and will be from recycled material. Single fold and multi-fold towels will be interlocked to facilitate dispensing. Perforated towels will be perforated completely and uniformly across its width so that each towel can be dispensed individually. All towels to have a normal, commercial surface finish that is uniform with no clumps of undisbursed fibers. The towels will be free of holes, tears and wrinkles with cleanly cut edges. The towels will have no disagreeable orders and have no evidence of foreign materials or dirt. Perforated towels will be perforated completely and uniformly across its width so that each towel ca

**ITEM   ESTIMATED   DESCRIPTION  
                 QUANTITY**

**GROUP II: PAPER TOWELS**

4      13,000 CS      Single Fold, Minimum 9.125" for the Shorter Side  
   of Unfolded Towel, Minimum 94 Sq. In. per Towel:  
   KRAFT (Brown)

Towel Size: 9.25"W x 10.25"L      Towels/Package: 250      Packages/Case: 16

Brand Bid & No.: Georgia Pacific 235-04

Environmental Friendly Brand Bid & No.: Georgia Pacific 235-04

3<sup>rd</sup> Party Certification: Eco-Logo

Towel Size: 9.25"W x 10.25"L      Towels/Package: 250      Packages/Case: 16

**ITEM ESTIMATED QUANTITY DESCRIPTION**

5. 2,000 CS C-Fold, Minimum 10.125" for the Shorter Side of Unfolded towel, Minimum 130 Sq.In. per Towel, White

Towel Size: 10.25"W x 13"L Towels/Package: 150 Packages/Case: 16

Brand Bid & No.: Cascade 1764

Environmental Friendly Brand Bid & No.: Cascade 1764

3<sup>rd</sup> Party Certification: Eco-Logo

Towel Size: 10.25"W x 13"L Towels/Package: 150 Packages/Case: 16

6. 2,500 CS Multifold, Minimum 9.125" for the Shorter Side of Unfolded Towel, Minimum 85 Sq.In. per Towel, White

Towel Size: 9.25"W x 9.50"L Towels/Package: 250 Packages/Case: 16

Brand Bid & No.: Georgia Pacific 202-04

Environmental Friendly Brand Bid & No.: Cascade 1759

3<sup>rd</sup> Party Certification: Eco-Logo

Towel Size: 9.125"W x 9.5"L Towels/Package: 250 Packages/Case: 16

7. 8,000 CS Multifold, Minimum 9.125" for the Shorter Side of Unfolded Towel, Minimum 85 Sq.In. per Towel, KRAFT (Brown)

Towel Size: 9.5"W x 9.5"L Towels/Package: 250 Packages/Case: 16

Brand Bid & No.: Georgia Pacific 233-04

Environmental Friendly Brand Bid & No.: Georgia Pacific 233-04

3<sup>rd</sup> Party Certification: Eco-Logo

Towel Size: 9.5"W x 9.5"L Towels/Package: 250 Packages/Case: 16

**ITEM ESTIMATED QUANTITY DESCRIPTION**

8. 9,500 CS Perforated, Roll, Minimum Sheet 11" x 8.8",  
Minimum 95 Sq.In. per Towel, Minimum of 84  
Towels per Roll: White

Towel Size: 11"W x 8.8"L Towels/Roll: 85 Rolls/Case: 30

Brand Bid & No.: Georgia Pacific 273-85

Environmental Friendly Brand Bid & No.: Cascade 4073

3<sup>rd</sup> Party Certification: Green Seal

Towel Size: 11"W x 9"L Towels/Roll: 85 Rolls/Case: 30

9. 2,500 CS Non-perforated, Roll, Minimum Width 7.75",  
Minimum of 350 Lineal Feet per Roll:  
White

Towel Size: 7.87"W Ln.Ft./Roll: 350 Rolls/Case : 12

Brand Bid & No.: Georgia Pacific 287-06

Environmental Friendly Brand Bid & No.: Cascade 1765

3<sup>rd</sup> Party Certification: Eco-Logo

Towel Size: 8"W Ln Ft./Roll: 350 Rolls/Case: 12

9-Alt. 9,000 RLS Paper Towel-Cascades North River # 1782  
Non-Perforated White

Towel Size: 8"W Ln.Ft./Roll: 800 Rolls/Case : 6

3<sup>rd</sup> Party Certification: Green Seal

10. 1,000 CS Non-perforated, Roll, Minimum Width 7.75",  
Minimum of 350 Lineal Feet per Roll:  
KRAFT (Brown)

Towel Size: 7.87"W Ln.Ft./Roll: 350 Rolls/Case: 12

Brand Bid & No.: Georgia Pacific 264-01

Environmental Friendly Brand Bid & No.: Georgia Pacific 264-01

3<sup>rd</sup> Party Certification: Eco-Logo

Towel Size: 7.87"W

Ln.Ft./Roll: 350

Rolls/Case: 12

**STATE PROCUREMENT CONTACT:** Jessica Lowder 501-371-6059

**QUANTITY:** Quantities set forth in the Invitation for Bid are estimates based upon summary information from the previous contract. Different State agencies, boards and commissions, and state supported colleges and universities may order from this contract. The contract is mandatory for State agencies, if they can meet the minimum order requirements. **This contract requires a vendor to deliver via a state-wide (Arkansas) freight network in order to adequately service this contract.** In addition, this contract is open for orders by Cooperative Purchasing Program participants (school districts, counties, cities, municipalities) on a non-mandatory basis. The State does not guarantee to buy any or all estimated quantities of any specified line item or any total contract dollar amount.

**MINIMUM ORDER AMOUNT:** Each purchase order to any one contractor must be a **minimum order amount** \$250.00 (excluding sales tax, if applicable) unless any contractor agrees to waive this restriction at the time of contract award. All items from all sections the contractor holds may be combined on the purchase order to satisfy the **minimum order amount**.

**DELIVERY: (FOB Destination, freight paid –Inside Delivery):** Delivery is within ten (10) working days after receipt of entity purchase order.

Working days are defined as Monday through Friday of each week exclusive of all official State holidays.

**ORDERING PROCEDURE:** All purchase orders will be submitted direct to the contractor by e-mail, fax or phone. All orders will be for full case quantities. No broken cases will be accepted. Incomplete orders will be returned to entity. This will include those without the state contract number (SP-09-0320, a specific delivery point, quantity, item number, sizes, and entity contact person with phone number.

**COOPERATIVE PROCUREMENT PROGRAM PARTICIPATION:** Arkansas' Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, etc.) may participate in state procurement contracts. The contractor(s) therefore agree(s) to sell to Cooperative Procurement Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the invitation for bid must be equally applied to such participants. Minimum order allowances will apply to such participants.

**EXEMPTION:** Agencies which have minimal staff and budget may request exemption from this contract for inability to purchase a minimum order. Exemption Status shall be requested and justified in writing to the Office of State Procurement. The request should include information such as bid number, storage space available, historical data on purchasing these items for the previous year and how the agency intends to purchase these items if granted an exemption. An agency may be granted exemption for one or more of its multiple locations. Exemption period will be date of exemption until end of this contract period. An exemption granted by the Office of State Procurement will be made in writing or the request by agency maybe used as an exemption; signed off by the buyer as approval and a copy forwarded back to the agency. Exemption approval must be granted for any contract extensions.

**TERM OF CONTRACT:** The term of this contract shall be for July 1, 2009 to June 30, 2010, with options to renew in four (4) one (1) year increments or a portion thereof upon mutual agreement.

**SUMMARY REPORTS:** The contractor is required to submit online Quarterly Reports reflecting usage activity. This report is due the 10<sup>th</sup> of the month following the quarter's activity. This report shall contain: Contract Reference Number SP-09-0320, Item #, Quantity Ordered, and Total Cost.

**EXTENSION CLAUSE:** This award will be subject to, after the original expiration date, an extension of four (4) additional times for 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 30 days before expiration of this contract if an extension is requested.

**PRICE CHANGE CLAUSE:** All prices bid shall be firm for the first six (6) months of this contract. Thereafter, a request for increase must be submitted in writing to the Office of State Procurement with supporting manufacturer's documentation indicating percentage of increase and effective date. This increase must be addressed to the merchant network and be reflective of an increase to all distributors, not to this contract alone. The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if determined to be in the best interest of the State. After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for a period of not less than six (6) months. The Price Change Clause will remain in effect for any agreed upon periods of extension. It is understood and agreed in the event of a reduction in the manufacturer's price, the State of Arkansas will be given the full benefit of any such decline in price immediately upon the effective date of reduction. The State of Arkansas may monitor reductions by requesting the manufacturer to provide cost comparison data at any time after the first six months of the contract to reflect base cost (at time of award) to current cost (at time of request).

### **GENERAL TERMS & CONDITIONS**

**SUBSTITUTION OF BRAND:** Any substitutions of brand under this contract after award must be approved in writing by the Office of State Procurement prior to delivery. Brand substitutes must be in the same or higher GRADE. Any delivery of unauthorized substitutions will be considered contract default.

**INVOICING:** An itemized invoice addressed to the ordering entity reflecting, entity's purchase order number, quantity, contract number SP-09-0320, description, and unit price is required.

**LIQUIDATED DAMAGES OR PENALTY:** 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 reordering or 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.

### **OUTLINE AGREEMENT AWARD 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.