



Term Contract

Vendor No. 100001745
Contact JAMES PRIEST
Your reference SP-11-0004

PRINTING PAPERS INC
6101 PATTERSON
LITTLE ROCK AR 72209

Contract No. 4600023137
Date 01/18/2012

Contact Karrie Duncan
Telephone 501-683-6636
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

AS SPECIFIED ON PURCHASE ORDER

Ship To:

STATEWIDE DELIVERY
LITTLE ROCK AR 72201

Valid from: 11/01/2010
Valid to: 10/31/2017

Estimated annual contract value: \$382,290.01

AWARD NO: SP-11-0004
COMMODITY: Printed Envelopes

Vendor Contact: James Priest
Phone: 501-455-5555
Fax: 501-455-8885
E-mail: james@printingpapersinc.com

CURRENT PRICES BEGINNING JANUAURY 1ST, 2014

THIS IS THE SIXTH OF SIX (6) EXTENSION OPTIONS. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT. 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 INVITATION FOR BID AND CONTRACT.

CONTRACT PERIOD: The term of this contract extension shall be for a period of (12) months beginning November 1, 2016 through October 31, 2017 with no remaining options to renew.

SCOPE: This is a TERM CONTRACT to provide printed envelopes for all State Agencies and Cooperative Purchasing Program participants within the State of Arkansas.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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Purchasing Official/Fiscal Officer

Date



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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Contains 4 rows of envelope specifications (0010, 0020, 0030, 0040) with detailed descriptions and pricing.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. It lists items 12-19, 20-27, 28-31, and 0050-0070 with their respective descriptions and prices.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. It lists three items (0080, 0090, 0100) for envelopes, including quantity breaks and unit prices.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Contains three rows of envelope specifications (0110, 0120, 0130) with detailed pricing and quantity breaks.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. It contains three rows of contract items (0140, 0150, 0160) detailing upcharges for printing with color ink.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. It contains three rows of contract items, including upcharges for printing color ink and envelopes.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Rows include items 0190, 0200, 0210, and 0220, detailing envelope specifications and pricing.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Contains items 0230, 0240, and 0250 with detailed descriptions and pricing.

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STATE OF ARKANSAS

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Contains three rows of envelope specifications (0260 and 0270) with detailed quantity breaks and unit prices.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Contains three rows of envelope specifications (0280, 0290, 0300) with detailed pricing and quantity information.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. It lists three main items (0310, 0320, 0330) for envelopes, each with detailed specifications and pricing.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Contains 4 rows of contract items (0340, 0350, 0360, 0370) detailing envelope specifications and pricing.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Contains items 0380 and 0390 related to printing color ink upcharges.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. It contains two main rows (0400 and 0410) detailing upcharges for printing color ink, including various item ranges and prices.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Contains three rows of contract items (0420, 0430, 0440) with detailed descriptions and pricing.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Row 0450: 10122220 PRINTING, COMPOSITION, UPCHARGE, 2,000.00, Lump Sum, 1.00, \$ 2,000.00. Includes detailed description of the charge.

Estimated Net Value 13,359,750.00

SCOPE: This is a TERM CONTRACT to provide printed envelopes for all State Agencies and Cooperative Purchasing Program participants within the State of Arkansas.

COOPERATIVE PROCUREMENT PROGRAM PARTICIPATION: Arkansas's Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, etc.) may participate in state procurement contracts.

QUANTITY: The quantities stated within were estimated for bidding purposes only. The State may order more or less as is required during the term of the contract.

PRICING: The price covers all of the materials and operations necessary for the production of items specified. This includes but is not limited to all prepress production costs from production materials, composition, negatives, paper stock, printing, folding, adhesive, quality assurance, the submission of required proofs, packaging, FOB destination, normal inside delivery, freight paid, and return of furnished production materials.

ORDERING PROCEDURE: All orders placed against this contract shall be in the form of an agency issued purchase order on an as-required basis.

NOTE: Agency should provide a sample showing size, text, and orientation including flap location, and if applicable window location, with each order.

DELIVERY (FOB Destination, freight paid - Normal Inside Delivery): Delivery of the finished items must be made to the location specified on the ordering entity's purchase order as outlined in the following delivery schedule.

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Ink Color(s) Quantity Delivery

After receipt of order or production materials whichever is later.

Black Ink

10,000 or fewer within 15 working days

10,001 or more within 20 working days

1 Color of Ink (not black)

10,000 or fewer within 20 working days

10,001 or more within 25 working days

Black + 1 Color of Ink or 2 Colors of Ink (neither black)

10,000 or fewer within 20 working days

10,001 or more within 25 working days

NOTE: Envelopes requiring metal clasp, latex self seal, or special binding will be allowed an additional 10 working days of above delivery requirements.

If an order requires new composition an additional five (5) working days to the above delivery will be allowed.

Vendor will also be allowed an additional two (2) working days to produce and deliver proof to the ordering agency.

If an order requires a special window (window selected from vendor's die list) an additional five (5) working days to the above delivery will be allowed.

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. The time the proof is out of the vendors hands for agency approval will not count against production time. All transportation expenses for inside delivery of the finished product as well as all required proofs will be the responsibility of the contractor.

DELIVERY LOCATIONS - FOB Destination, freight paid - Normal Inside Delivery): Various delivery locations within the State of Arkansas will be specified on the purchase order from the ordering entity. All transportation expenses for delivery will be the responsibility of the contractor.

Delivery is limited to ONE ADDRESS PER PURCHASE ORDER TO A DELIVERY LOCATION which meets the "Normal inside delivery" definition stated below.

DEFINITION - NORMAL INSIDE DELIVERY: Unit prices quoted include, at no additional charge, the contractor providing "normal inside delivery" service. "Normal inside delivery" is defined in this contract as: "The inside delivery to a building with an accessible dock to one specific room or area by use of material handling equipment without breaking shipping container to hand truck deliver individual cartons."

Delivery locations falling in the perimeters of this definition will not be subject to additional delivery charges. Agencies are encouraged to check with the vendor prior to ordering to ascertain any possible additional delivery charge amounts.

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**RUSH ORDERS:** If a State agency requires delivery of an order in less than the specified time outlined in this contract, that agency must contact the contractor. The contractor may choose one of the two options stated below:

**Option 1.** Waive the order from the contract, which will allow the agency to procure following procurement law. Agency to forward a copy of any "Rush" orders to the Office of State Procurement, Attn: Kelley Kelley.

**Option 2.** Accept the order and meet delivery requested. The ordering agency should obtain a written document with the agreed delivery date stated. The contractor may charge 1% of the original contract price for each working day less than the prescribed time authorized by the contract, that the delivery schedule is reduced. Rush order upcharges shall not exceed twenty percent (20%) of the original contract price.

If the contractor fails to meet the "RUSH" delivery, the rush charges will not be applied. If the contractor exceeds the delivery time for a normal delivery, the contractor may be charged late charges.

**PACKAGING:** Finished items shall be packaged and cartoned so as to protect contents from damage during shipment, handling and storage. Same sized cartons with equal number of envelopes and consistent markings on the outside indicating the contractor's name, quantity and description of the item contained within are required.

**PAPER PRICE CHANGE CLAUSE:** All prices bid shall be firm for the first 120 days of this contract. Thereafter, a request for increase must be submitted in writing to the Office of State Procurement with supporting documentation indicating brand of paper, percentage of increase or increase as a per hundred weight 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.

After receipt of required documentation and in the event a price change is authorized thereafter, requested increases will become effective within twenty (20) working days.

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.

In the event a price change is authorized said prices will remain firm for a period of not less than 120 days.

In the event of a general price decrease, the State shall be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

**SUMMARY REPORTS:** The contractor is required to submit ONLINE Quarterly Reports reflecting usage activity. This report is due the 10th of the month following the quarter's activity. This report shall contain: Contract Reference Number SP-11-0004, Item #, Quantity Ordered, and Total Cost Recycled and Virgin.

**ITEM SPECIFICATIONS**

**QUALITY:** ALL items provided under the scope of this contract shall be of GOOD quality. Concise registration, consistent ink coverage and density, accurate folding and binding are required. Accurate trimming is to be even with no jagged or torn edges. Obvious press or production defects such as roller marks, hickies, set-off, smudges, hollow

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or pitted type, hairlines, broken serifs, fluctuating alignment, varying density, ghosting and etc. are reasons for possible rejection of the printing job on a quality basis. Any procedure or technique not previously stated for construction of items in this contract shall meet industry standards for excellent quality.

Envelopes must meet the minimum Federal Postal Regulations. The dimensions of envelopes shall not deviate more than plus or minus 1/16" from those given. All envelopes must be of the quality and construction to be machine inserted. Folding, cutting and gluing shall be positioned to insure sufficient width and strength of the envelopes. Squeeze out of excessive glue must not occur.

Receipt of the merchandise does not necessarily constitute acceptance. 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, the Office of State Procurement, in coordination with the using agency, will review the problems and if the specifications of the contract are not met, will assess any damages for the inferior merchandise. If, in the opinion of the Office of State Procurement and the using agency, the merchandise is unacceptable, the vendor may be offered an opportunity to reprint the material within a reasonable time. At the time authorization for the reprint is given, the Office of State Procurement will establish, in writing, a new delivery date.

**SIZE:** Various. See pricing sheet for multiple styles and sizes.

**INK:** The use of a soybean oil ink product is REQUIRED for the printing of this contract.

All prices are based on printing in black ink. An upcharge will be allowed for color ink.

**Brand of Soy Ink Bid:** Inx

**NOTE:** Color ink (not black) will be allowed on white envelopes only.

**STOCK:** See pricing sheet for various stocks.

**ADHESIVE:** Dry gum adhesive is required. Latex self-seal available on some envelopes with an upcharge allowed.

**WINDOWS:** Windows shall meet transparency standards as prescribed by the U.S. Postal Service Regulations. Windows must be of sufficient strength to keep from being broken under ordinary use and machine insertion.

Standard window located 7/8" from left side and 1/2" from bottom of the envelope.

Agencies may place orders utilizing contractor's available die list.

**ITEMS 1-7:** Stock Envelopes - Green 1st Class Diamond Border, 28#, Brown Kraft

Items 1-7 shall be printed in black ink with a green first class diamond border format.

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ITEMS 8-31: Regular Envelopes (No Windows), 24#, White Wove

Diagonal seams required.

ITEMS 32-60: Window Envelopes - 24#, White Wove

Diagonal seams required.

ITEM 61\*\*: No. 10 Window Envelope with 1/16" Edge Tight Glue and 8" Full Gum Adhesive, 24# White Wove

\*\*For Department of Finance and Administration (DFA) Only\*\*

Diagonal seams required.

NOTE: A minimum order of 500,000 envelopes is required for this line item.

ITEMS 62-64: Color Ink - Upcharge for Color Ink / One Time Charge (Flat Fee) Per Order

This charge (flat fee) is charged on each order of envelopes requiring color ink. This fee does not apply to envelopes with black ink only. Color ink (not black) will be allowed on white envelopes only. Color ink, as outlined below, may be requested on items 8-60.

" One color of ink - not black

" Black plus one color of ink

" Two colors of ink - neither black

NOTE:

# Only one fee may be charged if multiple envelopes are ordered on one purchase order. Provided that the envelopes are the same size, same copy, and have the same ink color.

# If multiple envelopes, which differ in size, copy, or ink color are ordered on one purchase order a fee may be applied to each envelope order.

ITEMS 65-88: Color Ink - Additional Upcharge For Printing (Per/M Charge)

This is an upcharge for printing envelopes with color ink. It is to be added to the per thousand (M) price of items 8-60. This upcharge will be charged in addition to the flat fee for color ink (items 62-64).

ITEMS 89-92: Check Size Envelopes, Window, 24#, Manila

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ITEMS 93-159: Brown Kraft, Unglazed, 24# and 28#

ITEMS 160-178: White Kraft, Unglazed, 28#  
ITEMS 179-181: Color Ink - Additional Upcharge

This charge (flat fee) is charged on each order of envelopes requiring color ink. This fee does not apply to envelopes with black ink only. Color ink (not black) will be allowed on white envelopes only. Color ink may be requested as outlined below:

- " One color of ink (not black) on Items 160-178.
- " Two colors of ink (black plus one) on Items 160-174. Not allowed on items 175-178.
- " Two colors of ink (neither black) on Items 160-174. Not allowed on items 175-178.

**NOTE:**

# Only one fee may be charged if multiple envelopes are ordered on one purchase order. Provided that the envelopes are the same size, same copy, and have the same ink color.

# If multiple envelopes, which differ in size, copy, or ink color are ordered on one purchase order a fee may be applied to each envelope order.

ITEMS 182-205: Color Ink - Additional Upcharge For Printing (Per/M Charge)

This is an upcharge for printing envelopes with color ink. It is to be added to the per thousand (M) price of items 160-178. This upcharge will be charged in addition to the flat fee for color ink (items 179-181).

ITEMS 206-211: Latex Self-Seal Adhesive - Additional Upcharge

This will replace the normal dry gum adhesive and must be self-sticking by pressure (no peel and seal). This is an upcharge to be added to the per thousand (M) price of envelopes between the sizes of 6" x 9" and 12" x 15-1/2".

ITEMS 212-217: Metal Clasp - Additional Upcharge

This is an upcharge to be added to the per thousand (M) price of Brown Kraft Envelopes between the sizes of 6" x 9" and 12" x 15-1/2".

ITEMS 218-221: Envelope Banding - Additional Upcharge

Envelopes may be banded with paper, string, rubber band or by other similar means in lots of 100. This is an upcharge to be added to the per thousand (M) price of envelopes between the sizes 6" x 9" and 12" x 15-1/2".

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**PRODUCTION MATERIALS:** Contractor must maintain and provide files to the State with production quality CD(s) and a TIF or EPS file for each envelope produced under this contract.

After award of the contract, the contractor will receive production quality files that are to be used in the printing of reorders. The contractor is required to inspect the files and within ten (10) working days provide OSP with a letter acknowledging receipt and acceptance of the files. Any problems with the production materials must be noted in writing with acknowledgement of receipt. All of the files furnished to the contractor will remain the property of the State of Arkansas and any loss or damage to the items listed in the inventory sheet signed by the contractor will require replacement at no cost to the State.

Contractor will keep the files in a secure location during the term of the contract. This location may be outside the boundaries of the State of Arkansas. Upon request of OSP, the contractor will be required to transfer the files to a location designated by the OSP. The transportation expenses will be paid by the contractor.

At the conclusion of this contract, the files along with a complete inventory of those files (in hard copy and disk format) must be delivered to the (new) contractor. At the same time, a complete inventory list of the files both hard copy and disk, must be delivered to the OSP.

If the new contractor receives the files and the aforementioned requirements have not been met, the previous contractor will be held responsible for correcting all deficiencies within a time period specified by the OSP. Failure to complete this portion of the contract will be considered default and could jeopardize the future bidding status of the previous contractor or action may be taken against the previous contractor's performance bond.

These disks will be the property of the State of Arkansas and the contractor is advised to take whatever steps deemed necessary to insure their safety and condition. These disks or updates must be forwarded to OSP upon request.

Contractor is required to inspect and make a determination as to the usability of all entity provided production materials, including diskettes. Problems encountered with materials must be reported immediately to the agency. If the contractor fails to comply with this requirement, the State may disallow, as a valid reason for failing to meet the required delivery schedule, any claim involving agency provided production materials.

**COMPOSITION / ADDITIONAL FEES:**

Typesetting of Composition: Vendor may charge up to \$10.00 for each order which requires the typesetting of composition. This charge will cover the cost of up to six (6) lines of type, the agency logo, a negative and proof to the agency. Additional composition may be charged at \$.50 per line. This amount may be charged only when the typesetting has been prepared and not photocopied. The contractor will provide type styles commonly used in the envelope industry. Non-standard type styles will be provided camera ready by the ordering agency.

Business Reply Envelope: copy must be provided in PDF format by the ordering entity.

**NOTE:** Postal Regulations limit areas on envelope where composition is allowed. Entity should work with Postal Office to ensure correct bar coding, copy, and placement of copy.

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Special Artwork or Logos must be provided camera ready by the ordering entity. This does not include the basic State Seal, which will be provided to the contractor in various sizes by the Office of State Procurement.

Recycle Logo: Envelopes printed on recycled stock under this contract must have the recycle logo printed on the envelope unless the using entity states on their purchase order that it is to be excluded. Placement of the logo will be determined by the vendor. Placement of the recycled logo must meet all postal regulations.

Corner Card Copy will be centered 3/8" from the left edge and 3/8" from the top edge of the envelope. Permissible error will be limited to 1/8" in either direction. Maximum of six (6) lines of copy.

Foreign Language: Any envelope which requires the setting of composition in a foreign language will be excluded from this contract. Agency may provide such copy in camera-ready form, in which case, the contractor shall be required to accept the order.

Printing on Back/Flap of Envelope: The contractor may charge up to 25% of the total cost of the envelope for back or flap printing on orders with a quantity of 10,000 or fewer. No additional charge will be allowed for back or flap printing on orders with quantities above 10,000.

**PROOF:** Proofs must be furnished on all orders which are not an exact repeats or when not furnished camera-ready copy by agency, unless otherwise specified. Contractor should submit a proof any time the probability of error exists. Charge for author's alterations \$3.00 per line, not to exceed \$30.00 per page. No allowances will be made for contractor's errors, such as typographical error.

Proofs required by agency on exact repeat will be \$10.00 each

Both the user and the contract holder are responsible for keeping accurate records showing 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 sent, the contract holder will provide a proofing document 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.

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 with each correction. Additional time to review proofs needed because of vendor errors in setting composition will be counted as production time.

Author's alterations are changes made by the originator after typesetting has been accomplished according to the original draft. If the printer makes errors in the setting composition, the correction of these errors is not chargeable to the agency. The "PE", "AA" designations will identify those charges for which the user should correctly be billed.

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The time that proofs are in agency's possession will not be counted as production time. Contractor shall be responsible for all transportation expenses for delivery of the proofs.

OVERRUN/UNDERRUN ALLOWANCE: Overruns/underruns will be allowed as outlined below. Overruns to be priced at 80% only of unit contract price. Underruns to be billed at full unit price and subtracted from the total bid price.

Table with 2 columns: Allowance and Quantity. Rows include 5% (1,000 - 25,000), 4% (25,001 - 75,000), 3% (75,001 - 150,000), 2% (150,001 - 250,000), and 1% (250,001+).

GENERAL INFORMATION

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 with same or better brightness level. Any delivery of unauthorized substitutions will be considered contract default.

CANCELLATION: In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

PROPERTY OF THE STATE: All dies, electroplates, cuts, negatives and positives, engravings, furnished disk art or any other commodities used in the production of work under this contract are the property of the state and shall be delivered upon request to the ordering agency upon completion of this contract. All transportation expenses shall be paid by the contractor. Failure to comply with any part of this stipulation may result in delay of payment.

MISCELLANEOUS CHARGES/ALLOWANCES: 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 the "fair market price" as established by the Office of State Procurement. However, any additional costs incurred after 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: 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.

It is expressly acknowledged by the Contractor that the damages to the State for the Contractor's failure to perform its responsibilities in any form as agreed upon in this Contract will result in damages to the State, damages which are

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difficult to calculate. Accordingly, damages will be imposed by the State against the contractor for failure to meet delivery schedule at the rate of one percent (1%) of the invoice amount for each working day beyond the specified delivery time as liquidated damages and not as a penalty. 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 such liquidated damages for late delivery in all cases except those 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 liquidated damages of the greater of up to 20% of the invoice price or \$500.

**SAMPLES:** Contractors shall provide a minimum of three (3) samples when requested by the Office of State Procurement. Samples must be provided within 5 working days after request.

Send Samples to:  
Office of State Procurement  
ATTN: KARRIE DUNCAN  
1509 West 7th Street, Suite 300  
Little Rock, AR 72201

**STANDARD TERMS AND CONDITIONS**

- 1. GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
- 3. BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
- 4. PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
- 5. QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity

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on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

7. **GUARANTY:** All items bid shall 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 bidder hereby 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 it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. **AWARD:** Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.

14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. 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 and any

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additional cost will be borne by the vendor.

15. **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.

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

17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

20. **STATE PROPERTY:** Any specifications, drawings, 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 use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. **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.

24. **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.

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25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. **DISCLOSURE:** Failure to make any disclosure required by 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.

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