



Term Contract

Vendor No. 100001745  
 Contact JAMES PRIEST  
 Your reference SP-13-0003

PRINTING PAPERS INC  
 6101 PATTERSON  
 LITTLE ROCK AR 72209

Contract No. 4600027607  
 Date 08/23/2012

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

Our ref. ST  
 Incoterms FOB  
 DESTINATION

**Send Invoice To:**

As Indicated on Purchase Order

**Ship To:**

PRINTING PAPERS INC  
6101 PATTERSON  
LITTLE ROCK AR 72209

Valid from: 09/01/2012  
Valid to: 08/31/2017

OA 4600027556 was created using plant 9999. Plant # cannot be deleted or changed. Therefore this OA was deleted and replaced with 4600027607.

Annual estimated contract value: \$221,280.62

AWARD NO: SP-13-0003  
COMMODITY: Blank Envelopes

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

THIS IS THE FOURTH 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 shall be for a period of (12) months beginning September 1, 2016 through August 31, 2017 with two (2) remaining options to renew in one (1) year increments or a portion thereof upon mutual agreement. In no event shall the total contract term be more than seven (7) years.

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

\_\_\_\_\_  
Purchasing Official/Fiscal Officer

\_\_\_\_\_  
Date



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Contract No. 4600027607
Date 08/23/2012
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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains three main rows (0001, 0002, 0003) for envelopes, each with sub-rows for pricing and validity dates.

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Table with columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains three main rows for envelope items (0004, 0005, 0006) and their associated pricing details.

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
Quantity Break: 50,000-124,999					
Valid from: 08/23/2012 To: 12/30/2013					
	Gross Price	12.25 USD	1,000 EA		
Valid from: 12/31/2013 To: 01/05/2014					
	Gross Price	13.23 USD	1 EA		
Valid from: 01/06/2014 To: 12/31/9999					
	Gross Price	13.23 USD	1,000 EA		
0007	10013331 ENVELOPE,REGULAR, NO.6 3/4, NO WINDOW REGULAR ENVELOPES (NO WINDOWS), 24#, WHITE WOVE Diagonal seams required. No 6-3/4 (3-5/8" x 6-1/2") Brand Bid: Printmaster / Recyled stock Quantity Break: 125,000-250,000	130,000	each	13.01 per /1,000	\$ 1,691.30
Valid from: 08/23/2012 To: 12/31/2013					
	Gross Price	12.05 USD	1,000 EA		
Valid from: 01/01/2014 To: 01/05/2014					
	Gross Price	13.01 USD	1 EA		
Valid from: 01/06/2014 To: 12/31/9999					
	Gross Price	13.01 USD	1,000 EA		
0008	10013332 ENVELOPE,REGULAR, NO.9, NO WINDOW REGULAR ENVELOPES (No Windows), White Wove, 24# No. 9 (3-7/8" x 8-7/8") Brand Bid: Printmaster / Recyled stock Quantity Breaks: 1,000 - 2,499	10,000	each	30.78 per /1,000	\$ 307.80
Valid from: 08/23/2012 To: 12/31/2013					
	Gross Price	28.50 USD	1,000 EA		
Valid from: 01/01/2014 To: 01/05/2014					
	Orignl Price of Gold	30.78-USD	1,000 GAU		
Valid from: 01/06/2014 To: 12/31/9999					
	Gross Price	30.78 USD	1,000 EA		

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists four items (0009, 0010, 0011, 0012) for envelopes, including details like 'REGULAR ENVELOPES (No Windows), White Wove, 24# No. 9' and pricing information such as 'Gross Price 27.50 USD' and '1,000 EA'.

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Brand Bid: Printmaster / Recyled stock Quantity Break: 25,000-49,999				
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	19.34 USD	1,000 EA		
	Valid from: 01/03/2014 To: 12/31/9999				
	Gross Price	20.89 USD	1,000 EA		
0013	10013332 ENVELOPE,REGULAR, NO.9, NO WINDOW REGULAR ENVELOPES (No Windows), White Wove, 24# No. 9 (3-7/8" x 8-7/8") Brand Bid: Printmaster / Recyled stock Quantity Break: 50,000-124,999	125,000	each	16.22 per /1,000	\$ 2,027.50
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	15.02 USD	1,000 EA		
	Valid from: 01/03/2014 To: 12/31/9999				
	Gross Price	16.22 USD	1,000 EA		
0014	10013332 ENVELOPE,REGULAR, NO.9, NO WINDOW REGULAR ENVELOPES (No Windows), White Wove, 24# No. 9 (3-7/8" x 8-7/8") Brand Bid: Printmaster / Recyled stock Quantity Break: 125,000-250,000	255,000	each	15.12 per /1,000	\$ 3,855.60
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	14.00 USD	1,000 EA		
	Valid from: 01/03/2014 To: 12/31/9999				
	Gross Price	15.12 USD	1,000 EA		
0015	10013333 ENVELOPE,REGULAR, NO.10,NO WINDOW REGULAR ENVELOPES (No Windows), White Wove, 24# No. 10 (4-1/8" X 9-1/2") Brand Bid: Printmaster / Recyled stock Quantity Break: 1,000 - 2,499	60,000	each	31.05 per /1,000	\$ 1,863.00
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	28.75 USD	1,000 EA		

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Table with columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains items 0016, 0017, and 0018, each with multiple pricing rows and descriptions.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains 4 rows of envelope specifications (0019, 0020, 0021, 0022) with detailed pricing and validity information.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0023, 0024, 0025) for window envelopes, including brand information, window specifications, and pricing details.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0026, 0027, 0028) for envelope windows, including detailed descriptions, valid dates, and pricing information.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0029, 0030, 0031) for envelopes, including material descriptions, prices, and quantities.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0032, 0033, 0034) for envelopes, including quantity breaks and pricing details.

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# STATE OF ARKANSAS

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Valid from: 01/03/2014 To: 12/31/9999 Gross Price	58.32	USD	1,000	EA
0035	10013351 ENVELOPE, BRN. KRAFT, OPEN END, SIZE 6 x 9" BROWN KRAFT, UNGLAZED, 28# 6" x 9", Open End, Catalog Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 5,000 - 12,499	20,000	each	50.76 per /1,000	\$ 1,015.20
	Valid from: 08/23/2012 To: 01/02/2014 Gross Price	47.00	USD	1,000	EA
	Valid from: 01/03/2014 To: 12/31/9999 Gross Price	50.76	USD	1,000	EA
0036	10013351 ENVELOPE, BRN. KRAFT, OPEN END, SIZE 6 x 9" BROWN KRAFT, UNGLAZED, 28# 6" x 9", Open End, Catalog Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 12,500 - 24,999	25,000	each	38.34 per /1,000	\$ 958.50
	Valid from: 08/23/2012 To: 01/02/2014 Gross Price	35.50	USD	1,000	EA
	Valid from: 01/03/2014 To: 12/31/9999 Gross Price	38.34	USD	1,000	EA
0037	10013351 ENVELOPE, BRN. KRAFT, OPEN END, SIZE 6 x 9" BROWN KRAFT, UNGLAZED, 28# 6" x 9", Open End, Catalog Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 25,000 - 49,999	30,000	each	35.64 per /1,000	\$ 1,069.20
	Valid from: 08/23/2012 To: 01/02/2014 Gross Price	33.00	USD	1,000	EA
	Valid from: 01/03/2014 To: 12/31/9999 Gross Price	35.64	USD	1,000	EA
0038	10013351 ENVELOPE, BRN. KRAFT, OPEN END, SIZE 6 x 9"	55,000	each	31.37 per /1,000	\$ 1,725.35

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	BROWN KRAFT, UNGLAZED, 28# 6" x 9", Open End, Catalog Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 50,000 - 125,000  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 29.05 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 31.37 USD 1,000 EA				
0039	10013352 ENVELOPE, BRN. KRAFT, SIZE 6 1/2 x 9 1/2" BROWN KRAFT, UNGLAZED, 28# 6-1/2" x 9-1/2", Open End, Catalog Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 1,000 - 2,499  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 62.00 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 66.96 USD 1,000 EA	10,000	each	66.96 per /1,000	\$ 669.60
0040	10013352 ENVELOPE, BRN. KRAFT, SIZE 6 1/2 x 9 1/2" BROWN KRAFT, UNGLAZED, 28# 6-1/2" x 9-1/2", Open End, Catalog Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 2,500 - 4,999  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 59.00 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 63.72 USD 1,000 EA	5,000	each	63.72 per /1,000	\$ 318.60
0041	10013352 ENVELOPE, BRN. KRAFT, SIZE 6 1/2 x 9 1/2" BROWN KRAFT, UNGLAZED, 28# 6-1/2" x 9-1/2", Open End, Catalog Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 5,000 - 12,499	10,000	each	54.00 per /1,000	\$ 540.00

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains 4 rows of item data (0045, 0046, 0047, 0048) with sub-rows for pricing and validity dates.

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Brand Bid: Printmaster / Virgin Stock Quantity Break: 25,000 - 50,000  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 45.50 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 49.14 USD 1,000 EA				
0049	10005477 ENVELOPE,BRWN KRAFT,OPEN SIDE,28#,9"X12" BROWN KRAFT, UNGLAZED , 28# 9" x 12", Open Side, Booklet Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 1,000 - 2,499  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 67.00 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 72.36 USD 1,000 EA	5,000	each	72.36 per /1,000	\$ 361.80
0050	10005477 ENVELOPE,BRWN KRAFT,OPEN SIDE,28#,9"X12" BROWN KRAFT, UNGLAZED , 28# 9" x 12", Open Side, Booklet Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 2,500 - 4,999  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 60.00 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 64.80 USD 1,000 EA	5,000	each	64.80 per /1,000	\$ 324.00
0051	10005477 ENVELOPE,BRWN KRAFT,OPEN SIDE,28#,9"X12" BROWN KRAFT, UNGLAZED , 28# 9" x 12", Open Side, Booklet Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 5,000 - 12,499  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 57.00 USD 1,000 EA	9,000	each	61.56 per /1,000	\$ 554.04

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0052, 0053, 0054) for envelopes, including their descriptions, quantities, and prices.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0059, 0060, 0061) for envelopes, including brand bid information, quantity breaks, and pricing details for different validity periods.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It contains three main rows for items 0062, 0063, and 0064, each with sub-rows for pricing and validity dates.

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	Brand Bid: Printmaster / Virgin Stock Quantity Break: 12,500 - 24,999				
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	51.00 USD	1,000 EA		
	Valid from: 01/03/2014 To: 12/31/9999				
	Gross Price	55.08 USD	1,000 EA		
0069	10013356 ENVELOPE,BRN.KRAFT,SIZE 10 x 13" BROWN KRAFT, UNGLAZED , 28# 10" x 13", Open End, Catalog Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 25,000 - 49,999	30,000	each	50.22 per /1,000	\$ 1,506.60
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	46.50 USD	1,000 EA		
	Valid from: 01/03/2014 To: 12/31/9999				
	Gross Price	50.22 USD	1,000 EA		
0070	10013356 ENVELOPE,BRN.KRAFT,SIZE 10 x 13" BROWN KRAFT, UNGLAZED , 28# 10" x 13", Open End, Catalog Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 50,000 - 125,000	55,000	each	50.03 per /1,000	\$ 2,751.65
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	46.32 USD	1,000 EA		
	Valid from: 01/03/2014 To: 12/31/9999				
	Gross Price	50.03 USD	1,000 EA		
0071	10013358 ENVELOPE,BRN.KRAFT,SIZE 11 1/2 x 14 1/2" BROWN KRAFT, UNGLAZED , 28# 11-1/2" x 14-1/2", Open End, Catalog Style Brand Bid: Printmaster / Virgin Stock Quantity Break: 1,000 - 2,499	10,000	each	113.40 per /1,000	\$ 1,134.00
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	105.00 USD	1,000 EA		

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0079, 0080, 0081) for envelopes, including brand information, quantity breaks, and pricing details for different validity periods.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0082, 0083, 0084) for envelopes, including pricing details like Gross Price and valid dates.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains 4 rows of item details (0085, 0086, 0087, 0088) including envelope specifications and pricing.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0089, 0090, 0091) for 'ENV. WHITE KRAFT, SIZE 9 x 12", CATALOG' with various pricing and validity details.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0093, 0094, 0095) for envelopes, including pricing details like Gross Price and valid dates.

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0096	10010357 ENVELOPE, WHT KRAFT, 9.5" X 12.5", 28# OPN END WHITE KRAFT, UNGLAZED, 28# 9-1/2" x 12-1/2", Open End, Catalog Style Brand Bid: Printmaster / Recycled Stock Quantity Break: 25,000 - 50,000  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 56.11 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 60.60 USD 1,000 EA	30,000	each	60.60 per /1,000	\$ 1,818.00
0097	10013365 ENV. WHITE KRAFT, SIZE 10 x 13", CATALOG WHITE KRAFT, UNGLAZED, 28# 10" X 13", Open End, Catalog Style Brand Bid: Printmaster / Recycled Stock Quantity Break: 1,000 - 2,499  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 80.00 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 86.40 USD 1,000 EA	21,000	each	86.40 per /1,000	\$ 1,814.40
0098	10013365 ENV. WHITE KRAFT, SIZE 10 x 13", CATALOG WHITE KRAFT, UNGLAZED, 28# 10" X 13", Open End, Catalog Style Brand Bid: Printmaster / Recycled Stock Quantity Break: 2,500 - 4,999  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 74.00 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 79.92 USD 1,000 EA	7,500	each	79.92 per /1,000	\$ 599.40
0099	10013365 ENV. WHITE KRAFT, SIZE 10 x 13", CATALOG WHITE KRAFT, UNGLAZED, 28# 10" X 13", Open End, Catalog Style	15,000	each	66.96 per /1,000	\$ 1,004.40

## GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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**Term Contract**

**Vendor No.** 100001745  
**Contact** JAMES PRIEST  
**Your reference** SP-13-0003

**Contract No.** 4600027607  
**Date** 08/23/2012  
**Our reference** ST

Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Brand Bid: Printmaster / Recycled Stock Quantity Break: 5,000 - 12,499				
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	62.00	USD	1,000 EA	
	Valid from: 01/03/2014 To: 12/31/9999				
	Gross Price	66.96	USD	1,000 EA	
0100	10013365 ENV.WHITE KRAFT,SIZE 10 x 13",CATALOG WHITE KRAFT, UNGLAZED, 28# 10" X 13", Open End, Catalog Style Brand Bid: Printmaster / Recycled Stock Quantity Break: 12,500 - 24,999	17,500	each	65.88 per /1,000	\$ 1,152.90
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	61.00	USD	1,000 EA	
	Valid from: 01/03/2014 To: 12/31/9999				
	Gross Price	65.88	USD	1,000 EA	
0101	10013365 ENV.WHITE KRAFT,SIZE 10 x 13",CATALOG WHITE KRAFT, UNGLAZED, 28# 10" X 13", Open End, Catalog Style Brand Bid: Printmaster / Recycled Stock Quantity Break: 25,000 - 50,000	30,000	each	50.93 per /1,000	\$ 1,527.90
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	47.16	USD	1,000 EA	
	Valid from: 01/03/2014 To: 12/31/9999				
	Gross Price	50.93	USD	1,000 EA	
0102	10126499 ENV WHITE KRAFT OPEN END 28# 10 X 15 WHITE KRAFT, UNGLAZED, 28# 10" X 15", Open End, Catalog Style Brand Bid: Printmaster / Recycled Stock Quantity Break: 1,000 - 2,499	12,000	each	167.40 per /1,000	\$ 2,008.80
	Valid from: 08/23/2012 To: 01/02/2014				
	Gross Price	155.00	USD	1,000 EA	

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Term Contract

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Contact JAMES PRIEST
Your reference SP-13-0003

Contract No. 4600027607
Date 08/23/2012
Our reference ST

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains three main rows (0103, 0104, 0105) for 'ENV WHITE KRAFT OPEN END 28# 10 X 15' with associated pricing and validity dates.

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STATE OF ARKANSAS

Term Contract

Vendor No. 100001745
Contact JAMES PRIEST
Your reference SP-13-0003

Contract No. 4600027607
Date 08/23/2012
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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains 4 rows of item details (0106, 0107, 0108, 0109) including material descriptions, prices, and quantities.

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Term Contract

Vendor No. 100001745
Contact JAMES PRIEST
Your reference SP-13-0003

Contract No. 4600027607
Date 08/23/2012
Our reference ST

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0110, 0111, 0112) with their respective descriptions, quantities, and prices.

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Term Contract

Vendor No. 100001745
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Your reference SP-13-0003

Contract No. 4600027607
Date 08/23/2012
Our reference ST

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It contains three main rows for items 0113, 0114, and 0115, each with sub-rows for pricing and validity dates.

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 Your reference SP-13-0003

Contract No. 4600027607  
 Date 08/23/2012  
 Our reference ST

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0116	10005485 ENV,TYVEK,WHT,CAT,OPEN END,18#,9"X12" TYVEK, Peel & Seal Adhesive Only, 18# 12" x 15-1/2", Open End, Catalog Style Brand Bid: Tyvek / Virgin Stock Quantity Break: 1,000 - 2,499  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 460.00 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 496.80 USD 1,000 EA	9,000	each	496.80 per /1,000	\$ 4,471.20
0117	10005486 ENV,TYVEK,WHT,CAT,OPEN END,18#,12"X15.5" TYVEK, Peel & Seal Adhesive Only, 18# 12" x 15-1/2", Open End, Catalog Style Brand Bid: Tyvek / Virgin Stock Quantity Break: 2,500 - 4,999  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 450.00 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 486.00 USD 1,000 EA	7,500	each	486.00 per /1,000	\$ 3,645.00
0118	10005486 ENV,TYVEK,WHT,CAT,OPEN END,18#,12"X15.5" TYVEK, Peel & Seal Adhesive Only, 18# 12" x 15-1/2", Open End, Catalog Style Brand Bid: Tyvek / Virgin Stock Quantity Break: 5,000 - 12,499  Valid from: 08/23/2012 To: 01/02/2014 Gross Price 435.00 USD 1,000 EA  Valid from: 01/03/2014 To: 12/31/9999 Gross Price 469.80 USD 1,000 EA	5,000	each	469.80 per /1,000	\$ 2,349.00
0119	10005486 ENV,TYVEK,WHT,CAT,OPEN END,18#,12"X15.5" TYVEK, Peel & Seal Adhesive Only, 18# 12" x 15-1/2", Open End, Catalog Style	17,500	each	363.15 per /1,000	\$ 6,355.13

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Term Contract

Vendor No. 100001745
Contact JAMES PRIEST
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Date 08/23/2012
Our reference ST

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It contains three main rows for items 0120, 0121, and 0122, each with sub-rows for pricing and validity dates.

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STATE OF ARKANSAS

Term Contract

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Your reference SP-13-0003

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Date 08/23/2012
Our reference ST

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It contains three rows of item details, including descriptions of latex self-adhesive upcharges and pricing information.

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Term Contract

Vendor No. 100001745
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Your reference SP-13-0003

Contract No. 4600027607
Date 08/23/2012
Our reference ST

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains three rows of item details (0125, 0126, 0127) including descriptions, prices, and validity dates.

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Term Contract

Vendor No. 100001745
Contact JAMES PRIEST
Your reference SP-13-0003

Contract No. 4600027607
Date 08/23/2012
Our reference ST

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains three main rows for items 0128, 0129, and 0130, each with sub-rows for pricing and validity dates.

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Term Contract

Vendor No. 100001745
Contact JAMES PRIEST
Your reference SP-13-0003

Contract No. 4600027607
Date 08/23/2012
Our reference ST

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It contains three main rows for items 0131, 0132, and 0133, each with sub-rows for quantity breaks and pricing details.

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Term Contract

Vendor No. 100001745
Contact JAMES PRIEST
Your reference SP-13-0003

Contract No. 4600027607
Date 08/23/2012
Our reference ST

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It contains three rows of contract items (0134 and 0135) with detailed descriptions, pricing, and validity dates.

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Term Contract

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Your reference SP-13-0003

Contract No. 4600027607
Date 08/23/2012
Our reference ST

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains three rows of item details (0136, 0137, 0138) for envelopes, including pricing and validity information.

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Term Contract

Vendor No. 100001745
Contact JAMES PRIEST
Your reference SP-13-0003

Contract No. 4600027607
Date 08/23/2012
Our reference ST

Table with columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Includes items 0139 and 0140, and a summary row for Estimated Net Value of 285,507.23. Also contains contact information and sections 1.1 and 1.2.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:
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**Term Contract**

**Vendor No.** 100001745  
**Contact** JAMES PRIEST  
**Your reference** SP-13-0003

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**1.3 PAYMENT AND INVOICE PROVISIONS**

All invoices shall be forwarded to the ordering agency as indicated on the agency's purchase order.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any commodity. Payment will be made only after the contractor has successfully satisfied the ordering agency as to the goods and/or services purchased.

Vendors should invoice ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

**1.4 RECORD RETENTION**

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

**1.5 PRIME CONTRACTOR RESPONSIBILITY**

The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

**1.6 CONTRACT INFORMATION**

1. The State of Arkansas may not contract with another party:
  - a. Upon default, to pay all sums to become due under a contract.
  - b. To pay damages, legal expenses or other costs and expenses of any party.
  - c. To conduct litigation in a place other than Pulaski County, Arkansas
  - d. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
  - a. Remove any language from its contract which grants to it any remedies other than:
    - i. The right to possession.
    - ii. The right to accrued payments.
  - b. Include in its contract that the laws of the State of Arkansas govern the contract.
  - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

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**Term Contract**

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**Contact** JAMES PRIEST  
**Your reference** SP-13-0003

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**1.7 CONDITIONS OF CONTRACT**

The vendor shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

**1.8 STATEMENT OF LIABILITY**

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor(s) is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

**1.9 DELEGATION AND/OR ASSIGNMENT**

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

**1.10 COST**

Pricing includes all associated cost for the goods being bid.

**1.11 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. 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 120 days.

The Price Change Clause will remain in effect for any agreed upon periods of extension.

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.

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).

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**Term Contract**

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**1.12 DELIVERY: FOB DESTINATION**

Various delivery locations within the State of Arkansas will be specified on the purchase order from the ordering agency.

Delivery is limited to ONE ADDRESS PER PURCHASE ORDER TO A DELIVERY LOCATION.

Inside Delivery is requested as follows. All deliveries must be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement. Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

"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 delivery of the finished product as well as all required proofs will be the responsibility of the contractor.

24,000 or fewer within 10 working days after receipt of order  
24,001 or more within 15 working days after receipt of order

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

Definition - Inside Delivery: Unit prices quoted include, at no additional charge, the contractor providing "Inside delivery" service. "Inside delivery" is defined in this contract as: "Delivery to a building with or without an accessible dock and breaking shipping container to hand truck deliver individual cartons to specific room(s) or area(s)."

**1.13 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: Buyer for SP-13-0003.

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

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"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.

**1.14 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.

**SECTION 2 SPECIFIC REQUIREMENTS****2.1 ORDERING PROCEDURE**

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

**2.2 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.

**2.3 REPORTING REQUIREMENTS**

The contractor is required to submit QUARTERLY REPORTS reflecting usage activity.

OSP will work with contractor to determine an acceptable format for reporting. The current reporting form (Paper/Printing Quarterly Summary) is available for review on the OSP website at <http://www.dfa.arkansas.gov/offices/procurement/Pages/forms.aspx>. This form is located under the "Vendor Reporting" section.

The quarterly report is due no later than the 15th of the month following the quarter's activity. The minimum information the report shall contain is: Contract Number SP-13-0003, Contract Line Item Number, Quantity Ordered, and Total Cost per Line Item. Information shall be provided for both state agencies and cooperative entities. Information for state agencies and cooperative entities may be submitted on one report; however information shall be shown separately. The State of Arkansas reserves the right to require reporting by individual agency.

Failure to provide this information on time may be grounds for exclusion from participation in the next contract due to a non-responsible bidder.

**2.4 SUBSTITUTION OF BRAND**

Any substitutions of brand under this contract after award must be approved in writing by the Office of State

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Procurement prior to delivery. Brand substitutes must be the same or higher grade with same or better brightness level. Any delivery of unauthorized substitutions will be considered contract default.

2.5 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.

2.6 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 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 reordering, acceptance of an inferior commodity may result in liquidated damages of the greater of up to 20% of the invoice price or \$500.

2.7 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 Qty. Rows include 10% (1-1,500), 8% (1,501-5,000), 5% (5,001-25,000), 4% (25,001-75,000), 3% (75,001-150,000), and 1% (150,000+).

SECTION 3 - ITEM SPECIFICATIONS

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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**QUALITY:** Items provided under the scope of this contract will be of GOOD quality. Trimming is to be even with no jagged or torn edges. Any procedure or technique not previously stated for construction of items in this contract shall meet industry standards for good 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 minimum of 30 days 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 redeliver the envelopes within a reasonable time. At the time authorization for the redelivery is given, the Office of State Procurement will establish, in writing, a new delivery date.

**SIZES:** See Pricing Sheet for multiple styles and sizes.

**STOCK:** See Pricing Sheet.

"Recycled Paper", as it applies to coated stock, shall mean any paper that contains not less than 10 percent (10%) post-consumer material by fiber weight; as it applies to uncoated stock, it shall mean any paper that contains not less than 20 percent (20%) post-consumer material by fiber weight.

**ADHESIVE:** Dry gum (dextrin) adhesive shall be used.

Metal Clasp or latex self seal available for an additional charge as indicated in items 132-143.

Tyvek envelopes are available with peel and seal adhesive only.

**ITEMS 1-21: REGULAR ENVELOPES (NO WINDOWS), 24#, WHITE WOVE**

Diagonal seams required.

**ITEMS 22-28: WINDOW ENVELOPES - 24#, WHITE WOVE**

Diagonal seams required.

Windows shall meet transparency standards as prescribed by the U.S. Postal Service Regulations. Windows must

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be of sufficient strength to keep from being broken under ordinary use and machine insertion.

Standard window size is 1-1/8" x 4-1/2".

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

Envelopes ordered in quantities of less than 25,000 will have standard window size and location.

Envelopes ordered in quantities of 25,000 or more may be ordered from the contractor's available die list at no additional cost. Window may be positioned anywhere on the face of the envelope as long as it meets U.S. Postal Service regulations.

Vendor will be required to submit a copy of available die list at time of award.

NOTE: Double window envelopes will not be included on this contract.

ITEMS 29-81: BROWN KRAFT, UNGLAZED, 28#

ITEMS 82-111: WHITE KRAFT, UNGLAZED, 28#

ITEMS 112-119: TYVEK, WHITE 18#

ITEMS 120-125: LATEX SELF-SEAL ADHESIVE - ADDITIONAL UPCHARGE

This will replace the normal dry gum adhesive and must be self-sticking by pressure (not 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 126-131: METAL CLASP - ADDITIONAL UPCHARGE

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

ITEMS 132-139: ENVELOPE BANDING/BOXING - ADDITIONAL UPCHARGE

Envelopes may be banded with paper, string, rubber band or by other similar means in lots of 100 and repacked in same box, or envelopes separated and repackaged in boxes of 100. . This is an upcharge to be added to the per thousand (M) price of envelopes. Available only for envelopes between the sizes of 6" x 9" and 12' x 15-1/2". Available only for order quantities of 25,000 or fewer.

**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.

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

**Term Contract**

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**Your reference** SP-13-0003

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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

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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.

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

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