



Term Contract

Vendor No. 100201552
 Contact Fran Howard
 Your reference SP-13-0144

CENTENNIAL GROUP INC
 CENTENNIAL GRAPHICS GROUP
 1330 WOERNER AVE
 CLARKSVILLE IN 47129

Contract No. 4600028578
 Date 01/31/2013

Contact Janet Quattlebaum
 Telephone 501-324-9319
 Fax 501-324-9311

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

AS SPECIFIED ON AGENCY PURCHASE ORDER

Ship To:

STATEWIDE DELIVERY
LITTLE ROCK AR 72201

Valid from: 02/01/2013
Valid to: 12/31/2013

AWARD NO: SP -13-0144
COMMODITY: Diploma Inserts & Covers

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT. THIS CONTRACT CONSTITUTES 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 INVITATION FOR BID.

- Line items 1 -5 are 56 lb paper stock
- Line items 6-10 are 80 lb paper stock
- Line items 11-15 are 56 lb paper stock
- Line items 16-20 are 80 lb paper stock
- Line items 21-25 are 56 lb paper stock
- Line items 26-30 are 80 lb paper stock

CONTRACT PERIOD: The term of this contract shall be from February 1, 2013 through December 31, 2013 with option to renew in six (6) one (1) year increments or a portion thereof upon mutual agreement.

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

SCOPE: This Term contract is to provide Diploma Inserts (blank and printed) and Covers for All State Agencies and Cooperatives within Arkansas.

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

01/31/2013



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

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains 10 rows of item data for diploma headings and die inserts.

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0011	10128966 DIPLOMA INSERT,COMPLETE PRINTED,7"X9"	2,076	each	1.19	\$ 2,470.44
0012	10013282 DIPLOMA INSERT,COMPLETE PRNT,8 1/2"X11"	23,444	each	0.96	\$ 22,506.24
0013	10013284 DIPLOMA INSERT,COMPLETE PRINT,14" X 11"	280	each	1.54	\$ 431.20
0014	10013285 DIPLOMA INSERT,COMPLETE PRINT,14" X 17"	1,673	each	2.86	\$ 4,784.78
0015	10013287 DIPLOMA INSERT,COMPLETE PRINTED,16"X 20"	261	each	6.71	\$ 1,751.31
0016	10128966 DIPLOMA INSERT,COMPLETE PRINTED,7"X9"	2,076	each	1.21	\$ 2,511.96
0017	10013282 DIPLOMA INSERT,COMPLETE PRNT,8 1/2"X11"	23,444	each	0.98	\$ 22,975.12
0018	10013284 DIPLOMA INSERT,COMPLETE PRINT,14" X 11"	280	each	1.61	\$ 450.80
0019	10013285 DIPLOMA INSERT,COMPLETE PRINT,14" X 17"	1,673	each	2.93	\$ 4,901.89
0020	10013287 DIPLOMA INSERT,COMPLETE PRINTED,16"X 20"	261	each	6.73	\$ 1,756.53
0021	10128823 Diploma Insert, Complete Blank, 7"x9"	50	each	0.88	\$ 44.00
0022	10013283 DIPLOMA INSERT,BLANK,8 1/2"X 11"	50	each	0.88	\$ 44.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0023	10128968 DIPLOMA INSERT BLANK,14"X11"	250	each	1.22	\$ 305.00
0024	10128968 DIPLOMA INSERT BLANK,14"X11"	20	each	2.42	\$ 48.40
0025	10128825 Diploma Insert, Complete Blank, 16"x20"	20	each	6.41	\$ 128.20
0026	10128823 Diploma Insert, Complete Blank, 7"x9"	50	each	0.93	\$ 46.50
0027	10013283 DIPLOMA INSERT,BLANK,8 1/2"X 11"	50	each	0.93	\$ 46.50
0028	10128968 DIPLOMA INSERT BLANK,14"X11"	250	each	1.29	\$ 322.50
0029	10128968 DIPLOMA INSERT BLANK,14"X11"	20	each	2.43	\$ 48.60
0030	10128825 Diploma Insert, Complete Blank, 16"x20"	20	each	6.23	\$ 124.60
0031	10128969 DIPLOMA COVER,7"X9"	2,289	each	3.44	\$ 7,874.16
0032	10013290 DIPLOMA COVER,8 1/2" X 11"	28,923	each	3.95	\$ 114,245.85
0033	10128970 DIPLOMA COVER,14"X11"	30	each	13.41	\$ 402.30
0034	10128971 DIPLOMA COVER,14"X17"	20	each	16.74	\$ 334.80

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Rows include items 0035 through 0039 with descriptions like 'DIPLOMA COVER 16"X20"', 'DIPLOMA PLATES, STEEL ENGRAVED, 6"X8"', etc.

Estimated Net Value 331,574.08

STATEWIDE DELIVERY
LITTLE ROCK, ARKANSAS 72201

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.

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.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening.

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should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information

PRIME CONTRACTOR RESPONSIBILITY: The 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.

If any part of the work must be subcontracted, vendor must include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their bid response.

The contractor shall give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

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 affects 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.

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 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.

AWARD RESPONSIBILITY: The State Procurement Official will be responsible for award and administration of any resulting contract.

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.

COST: All charges include all associated cost for the goods being bid.

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ADDITIONAL CHARGES AND INSTRUCTIONS: A flat charge of \$10.00, in addition to the cost of the diploma, will be charged for diplomas which require the date of graduation to be changed. This is also applicable to lost or damaged documents that the Agency is attempting to replace.

Vendor will be allowed a \$45.00 one time plate charge for agencies changing the format of their diploma. The charge will only be allowed if the agency requests new or additional school emblem, etc. which requires the making of a new plate. This charge is for metal plates using the photo offset method.

The steel engraved plates are to be priced separate as a line item.

Total quantity of diplomas may be produced at the time of initial order.

The agency will be under no obligation to pay for any unused diplomas in excess of the number ordered.

A \$10.00 flat charge will be allowed for a signature change.

Agency may request an engraved State seal or School/Agency emblem. Vendor will be allowed a twenty cent (.20) charge per each insert for running the seal.

The contractor must inform OSP when a die has been purchased.

Printed inserts without signatures or dates will have a ten cent (.10) reduction in unit price.

Agency may request pressure sensitive honor seals with "With Merit", "With High Distinction", "Cum Laude", "Magna Cum Laude", etc.; vendor may charge twenty cents (.20) per seal.

Air freight may be charged if orders do not reach the contractor in the time frame specified under the contract. A copy of the freight bill must be attached to the invoice.

The State of Arkansas reserves the right to purchase at a price that is comparable with a contract item nearest in size. If an order is issued to the contractor for a size of insert or cover that is not included on the contract, the contractor must notify OSP prior to production.

SPECIAL DELIVERY AND INSTRUCTIONS: FOB DESTINATION (freight paid - inside delivery)

Final information will be given to the contractor forty-five (45) working days prior to graduation.

Last minute changes must be supplied to the contractor twenty (20) working days prior to graduation.

Advance run information from the agencies will be given to the contractor no less than ninety (90) working days before graduation including the exact date of graduations and the approximate number of seniors for the graduation class.

All deliveries must be complete at least ten (10) working days prior to graduation dates.

Inside delivery of items in the Header and Dies section must be made within twenty (20) working days after receipt of purchase order.

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"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.

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.

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)."

RUSH ORDER DELIVERY: Rush delivery may be available to the ordering agency on orders that require delivery in less than the normal delivery time stated in this bid after receipt of purchase order or production material, whichever is later. Orders that must be delivered sooner than these time periods, requiring a rush delivery may be subject to a rush order fee charged to these orders. Vendor is to notify agency if fee will be charged. Rush order charge is a one-time fee per order.

DELIVERY LOCATIONS:

As specified on Agency's purchase order.

Various delivery locations within the State of Arkansas will be specified on the purchase order from the ordering agency. All transportation expenses for delivery will be the responsibility of the contractor.

PRICE CHANGE CLAUSE: All prices will remain firm for the first (1st) term of the contract. In the event of an industry wide price increase, the contractor may request a price adjustment at the time of the contract extension request, provided the contractor submits the documentation from the manufacturer certifying/justifying the increased cost. After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for any period agreed upon for 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.

SECTION 2 SPECIFIC REQUIREMENTS

SUMMARY REPORTS: The contractor is required to submit Semi-Annual reports reflecting usage activity.

This report is due the fifteenth (15th) of the month following the semi-annual activity. The minimum information the

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report shall contain is: Contract number, item #, quantity ordered and total cost per line item. Information shall be provided for both state agencies and Cooperatives. Information for state agencies and Cooperatives may be submitted on one report; however information shall be shown separately. OSP will work with the contractor to determine an acceptable format for reporting. 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-responsive bidder.

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

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. 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 contractual requirements 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 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: Samples are not required.

ORDERING PROCEDURE: All orders are placed by individual state agencies and Cooperatives on an as needed

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basis.

SPECIAL PACKAGING: The Diplomas are to be fully assembled and enclosed in open end envelopes of the proper size. Envelopes shall be a minimum weight of 20 lb. stock. The student's name is to be printed on the outside of the envelope as it appears on the insert. The diplomas are to be alphabetized and packed in boxes for shipment. Each box shall indicate the alphabetical order contained in that box.

NOTE: Open ended envelopes shall be returned in the same order that the name list was submitted.

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

ITEM SPECIFICATIONS

QUALITY: Items provided under the scope of this contract shall be of EXCELLENT 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 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.

Receipt of the merchandise does not necessarily constitute acceptance. The using agency will be granted a minimum of thirty (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, OSP, 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 OSP 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, OSP will establish, in writing, a new delivery date.

OVERRUNS/UNDERRUNS: No overruns/underruns authorized.

NOTE: Agencies or participants will have the option to order diplomas with engraved headings, foil stamped seal or logo for the diploma sizes listed below.

SPECIAL ORDERING INSTRUCTIONS FOR HEADING AND DIE INSERTS: Orders placed in this section will be for diplomas with engraved headings and foil stamped seals only. All other information will be laser printed by schools using in-house equipment.

For first time orders, contractor will be required to supply the ordering agency with approximately twelve (12) sheets of blank diploma stock to test run through agency's laser printer. If the weight of the paper specified on the contract will not accommodate the agency's equipment, vendor may offer (at no extra charge) an equal stock in a weight that

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will better suit the agency's needs.

56 lb. Diploma Insert Stock

ITEMS	SIZES
Item 1	7" X 9"
Item 2	8-1/2" X 11"
Item 3	14" X 11"
Item 4	14" X 17"
Item 5	16" X 20"

80 lb. Diploma Insert Stock

ITEMS	SIZES
Item 6	7" X 9"
Item 7	8-1/2" X 11"
Item 8	14" X 11"
Item 9	14" X 17"
Item 10	16" X 20"

COMPLETE PRINTED INSERTS

56 lb. Diploma Insert Stock

ITEM	DESCRIPTION
Item 11	7" x 9"
Item 12	8-1/2" x 11"
Item 13	14" x 11"
Item 14	14" x 17"
Item 15	16" x 20"

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COMPLETE PRINTED INSERTS

80 lb. Diploma Insert Stock

ITEM	DESCRIPTION
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Item 16	7" x 9"
Item 17	8-1/2" x 11"
Item 18	14" x 11"
Item 19	14" x 17"
Item 20	16" x 20"

BLANK INSERTS

56 lb. Diploma Insert Stock

ITEM	DESCRIPTION
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Item 21	7" x 9"
Item 22	8-1/2" x 11"
Item 23	14" x 11"
Item 24	14" x 17"
Item 25	16" x 20"

BLANK INSERTS

80 lb. Diploma Insert Stock

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ITEM DESCRIPTION

- Item 26 7" x 9"
Item 27 8-1/2" x 11"
Item 28 14" x 11"
Item 29 14" x 17"
Item 30 16" x 20"

DIPLOMA INSERT STOCK: 56 lb. and 80 lb. cover weight, 100% cotton content, virgin, uncoated, un-watermarked. Stock colors: Ivory and White (agency's choice).

NOTE: Upon request, the vendor shall furnish a sample of the paper they plan to use to OSP.

INK: The use of Soybean Oil ink product is preferred and should be used when possible.

DIPLOMA COVERS

SIZES: When requisitioned, diploma covers will conform to the following size of inserts.

Finished size(s):

ITEM DESCRIPTION

- Item 31 7" x 9"
Item 32 8-1/2" x 11"
Item 33 14" x 11"
Item 34 14" x 17"
Item 35 16" x 20"

DIPLOMA COVER STOCK: Cover consists of two (2) pieces. The cover material will be calf grain leatherette or approved equal in a color selected by the ordering agency. Cover board will consist of .080 warp resistant premium grade diploma board laminated to a sheet of 3/32" foam. A .018 top liner will then be laminated to the opposite side of the foam, thus eliminating any padding being exposed to the cover material. The cover hinge is reinforced by using matching cover material. All corners are to be neatly tucked and formed. The cover padding is to be glued neatly in place. The lining pads must be in line and securely glued. The cover must be neat and taut. All four corners of the cover must coincide when the case is closed. A sharp double line panel is blind embossed

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approximately 5/8" from the edge of the cover.

The lining of each cover consists of two (2) pads of taffeta acetate or approved equal laminated to .024 bleached white liner boards. The lower lining consists of four corner pockets to hold the diploma insert and the clear acetate protective covering for the insert. Each agency will select the color of the corner ribbons.

STAMPING: The name of each agency, the STATE SEAL or the SCHOOL/AGENCY EMBLEM shall be gold foil stamped on the front cover.

DIES/PLATES - STATE AGENCIES: Dies/Plates used during the previous contract will be furnished. At the end of the contract period, the contractor will be responsible for shipping dies/plates to the new contractor.

The contractor shall furnish an inventory list of all dies and plates noting their condition when shipped to the new contractor. A copy of this list must be furnished to OSP.

In the event dies provided to the contractor by previous vendor are not compatible with contractor's equipment, it will be the contractor's responsibility to produce new dies at no extra charge to the state.

Upon their receipt, the new contractor must confirm in writing the number and condition of all dies and plates.

DIES/PLATES - COOPERATIVE PURCHASING PROGRAM PARTICIPANTS: Co-op participants will furnish dies and/or plates, if available, to the contractor. If contractor produces a new die and/or plate for any Co-op participant, the die and/or plate will become the property of the using department. Contractor may return die and/or plate with order if Co-op participants requests, contractor may keep die and/or plate until needed by the using department.

PRESSURE SENSITIVE HONOR SEALS: Honor seals are to be gold foil with a gummed adhesive back. Size of seal is approximately 3/4" x 1".

PRODUCTION MATERIALS: Upon ordering agency's request, contractor shall return all make-ready and spoil sheets with diploma order. All make-ready and spoil sheets must be marked and must be separated from the rest of the shipment.

Contractor is required to inspect and make a determination as to the usability of all agency provided production materials. Problems encountered with materials must be reported immediately to the agency and OSP. 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.

PRESSWORK: The current processes being used for production of diplomas includes steel die engraving and photo litho offset. The vendor will be required to print the diplomas with the current plates provided unless the agency requests the process be changed.

Copy and style to be of the agencies own selection. Student name, graduation date, graduating course and

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facsimile signature are to be printed on each insert. The ordering agency will furnish the manufacturer with facsimile signatures upon request. Seals of each agency and the State Seal will be foil stamped or engraved on each insert if requested on the purchase order by the ordering agency.

The State Seal is proportionate to the size of the diploma up to two (2) inches.

The Heading and Die Inserts will contain the name of the agency, foil stamped logo or seal of the agency. All pertinent information will be laser printed by the agency using software programs.

PROOFS: Vendor to provide a digital printed color proof, on comparable paper stock as specified in the bid for agency approval.

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 alongside each correction.

Author's alteration charges on digital printed color proof, on comparable paper stock as specified in the bid, not to exceed \$4.00 per line or \$30.00 per page.

Both the using agency and the contract holder are responsible for keeping accurate records showing the date and time that proofs are sent and received by both the agency and contract holder.

Send proof FOB destination, freight paid, inside delivery as indicated on agency's purchase order.

Author's alteration charges after proofs have been approved not to exceed \$15.00 per production plate.

Rush Order fee: 50.00 plus appropriate shipping fees

Diploma Cover Stock: Calf Grain Leatherette (Ecological, Skivartex or Fibermark)

Virgin Diploma 56 and 80 lb. Insert Stock: Neenah Classic Crest Line

Brand of Ink bid: Soy: N/A Other: N/A

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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STATE OF ARKANSAS

Term Contract

Vendor No. 100201552
Contact Fran Howard
Your reference SP-13-0144

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4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

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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.

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