



Term Contract

Vendor No. 100082253  
 Contact Brad Walker  
 Your reference SP-14-0125

AMERICAN PAPER & TWINE CO  
 7400 COCKRILL BEND BLVD  
 NASHVILLE-DAVIDSON TN 37209

Contract No. 4600032281  
 Date 06/11/2014

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:

Valid from: 07/01/2014  
 Valid to: 06/30/2017

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.

CONTRACT PERIOD: The term of this contract shall be for a period of twelve (12) months beginning July 1, 2016 through June 30, 2017 with option to renew in four (4) 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.

BUYER: Karrie Duncan (501-324-9316) CONTRACT # SP-14-0125

DESCRIPTION: Bathroom Tissue and Paper Towels

CONTRACT AWARD TO:  
 American Paper and Twine  
 11611 Otter Creek South Rd  
 Little Rock, AR 72103

CONTACT NAME: Brad Walker  
 PHONE: 901-433-4604  
 EMAIL: bwalker@aptcommerce.com  
 VENDOR #: 100082253

Item	Material/Description	Target QtyUM	Unit Price	Amount

**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 QtyUM, Unit Price, Amount. It lists four items (0001-0004) for toilet tissue, including details like 'TOILET TISSUE, WHITE, 1PLY' and pricing information such as 'Gross Price 38.84 USD'.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It contains four main rows (0005, 0006, 0007, 0008) detailing various tissue and paper products with their respective prices and quantities.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0024, 0025, 0026, 0027) with their respective descriptions, quantities, and prices.

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Table with columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains line items 0028, 0029, 0030, and 0031 with detailed descriptions and pricing.

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Valid from: 07/01/2016 To: 12/31/9999 Gross Price	15.50 USD	1 CS		
0032	10127507 TOWEL,PAPER,WHITE,PERFORATED,GREEN C White, Centerpull, coreless, 8.3 x 15"/ VonDrehle 6602T/ 6 rolls per case.	1,000	Case	21.27	\$ 21,270.00
	Valid from: 09/16/2014 To: 06/30/2016 Gross Price	21.27 USD	1 CS		
	Valid from: 07/01/2016 To: 12/31/9999 Gross Price	21.90 USD	1 CS		
0033	10129383 TOWEL,PAPER,LARGE,BRN,NON-PERF,GRN CER Natural,1-PLY, Non preforated roll, 10" x 800' GP 89480/EnMotion/ EcoLogo/ 6 rolls per case.	1,000	Case	43.47	\$ 43,470.00
	Valid from: 09/16/2014 To: 06/30/2016 Gross Price	43.47 USD	1 CS		
	Valid from: 07/01/2016 To: 12/31/9999 Gross Price	44.33 USD	1 CS		
0034	10127508 TOWEL,PAPER,WHITE,NON-PERF, GREEN CER White, 1-PLY, Non preforated roll, 8.2"x 700' GP 89420/ EnMotion/ 6 rolls per case.	1,000	Case	45.16	\$ 45,160.00
	Valid from: 09/16/2014 To: 06/30/2016 Gross Price	45.16 USD	1 CS		
	Valid from: 07/01/2016 To: 12/31/9999 Gross Price	46.06 USD	1 CS		
0035	10127508 TOWEL,PAPER,WHITE,NON-PERF, GREEN CER White, 1-PLY, Non preforated roll, 10" x 800' GP 89460/ EnMotion/6 rolls per case.	1,000	Case	45.70	\$ 45,700.00
	Valid from: 09/16/2014 To: 06/30/2016 Gross Price	45.70 USD	1 CS		

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STATE OF ARKANSAS

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three main items (0036, 0037, 0038) and their associated prices and quantities, including sub-rows for 'Gross Price' and 'Estimated Net Value'.

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**TYPE OF CONTRACT**

The contract will be a one (1) year term contract and shall be for a period of twelve (12) months from date of award, with option to renew in four (4) 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. THIS IS A MANDATORY STATE CONTRACT.

**QUANTITIES**

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

**PAYMENT AND INVOICE PROVISIONS**

All invoices shall be forwarded to the ordering agency as indicated on the 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 agency as to the goods purchased. Vendors should invoice the 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>

**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.

**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 response.

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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.

**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.
    - iii. The right to expenses of de-installation.
    - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - 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.

**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 the 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 successful bidder.

**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.

**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 the contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

**COST**

NOTE: The State of Arkansas reserves the right to purchase an alternate item at a price that is comparable with a contract item nearest in specifications. If an order is issued to the contractor for an item that is not included on the contract, the contractor must notify OSP prior to sale. Agencies must have pre-approval from OSP BEFORE purchasing items not on the Mandatory contract. Any additions to the items on the contract must be approved by OSP.

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**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 case 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).

**DELIVERY: FOB DESTINATION**

The agency requests inside delivery within (10) working days after receipt of the order. If this delivery date cannot be met, the vendor must state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery time obligates the vendor to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the state.

Delivery 10 days working after receipt of order.

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. Delivery shall be made during agency work hours only (8:00 AM to 4:30 PM) unless prior approval for other delivery has been obtained from agency.

Definition - Inside Delivery: "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 a specific room(s) or area(s)."

**NOTE:** Delivery locations falling in the parameters of this definition may be subject to additional delivery charges.

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Agencies are encouraged to check with the vendor prior to ordering to ascertain any possible additional delivery charge amounts.

**ACCEPTANCE STANDARDS**

Inspection and acceptance/rejection of product(s) shall be made within thirty (30) days of receipt. The Agency shall have the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid must include a "total satisfaction" return policy for all products and shall not impose any liability on the State for such returns.

**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 thirty (30) days prior to the date of cancellation.

**EXEMPTION**

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

**SPECIFIC REQUIREMENTS**

**SCOPE**

The intent of this invitation for bid is to establish a MANDATORY term contract to provide bathroom tissue and paper towels for all state agencies and cooperative purchasing program participants within Arkansas.

**ORDERING PROCEDURE**

All orders placed against this contract shall be in the form of an agency issued purchase order on an as-required basis. Orders must be placed for full carton quantities only.

**MINIMUM ORDER AMOUNT**

Each purchase order to the contractor must be a minimum order amount of \$250.00, excluding sales tax, if applicable. All items from each section the contractor holds may be combined on the purchase order to satisfy the minimum order amount. Purchase orders for amounts under the minimum order amount will be subject to a \$10.00, handling charge added to the contractor invoice.

**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.

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The quarterly report is due the 15th of the month following the quarter's activity. The minimum information the report shall contain is: Contract Number SP-14-0125, 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.

**NOTE:** The State of Arkansas reserves the right to purchase an alternate item at a price that is comparable with a contract item nearest in specifications. If an order is issued to the contractor for an item that is not included on the contract, the contractor must notify OSP prior to sale. Agencies must have pre-approval from OSP BEFORE purchasing items not on the Mandatory contract. Any additions to the items on the contract must be approved by OSP.

**SAMPLES**

If requested by the Office of State Procurement, vendor shall submit samples and manufacturer specification sheets of certain items bid within (5) five calendar days after notification. Full packages or rolls properly identified will be required if requested by the Office of State Procurement.

**SUBSTITUTIONS 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.

**ITEM SPECIFICATIONS**

**STOCK:** All items are to be from RECYCLED material.

"Recycled paper," as it applies to "coated stock", shall mean any paper that contains not less than 10 percent (10%) postconsumer 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.

**RECYCLED PAPER:** All paper involved in this contract must be in accordance with the most current U.S. Environmental Protection Agency (EPA) guidelines. In May, 1995, the EPA issued the Recovered Materials Advisory Notice (RMAN), which stipulates certain levels of recycled content for certain papers including paper towels and bathroom tissue. In June, 1998, the EPA updated the guidelines in paper products-RMAN II, which incorporates all current requirements for recycled content papers. The following requirements are as follows: Bathroom Tissue, 20-100% recycled content and Paper Towels, 40-100% recycled content. All recycled paper must be manufactured in the U.S. and be manufactured from waste paper generated in the U.S. No imported wasted paper or imported recycled paper will be allowed on this contract.

Should the result of any test or inspection by authorized state representatives indicate that the material failed to meet requirements, the material shall be rejected and immediately replaced by the contractor. If the contractor is unable to honor the contract by material replacement, the state is authorized to acquire qualified replacement material from an alternate source and charge the defaulting contractor any resulting difference.

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**BATHROOM TISSUE:** Industrial roll tissue, 1-ply or 2-ply as specified. White tissue will be uniform in color and from recycled materials.

Roll tissue shall be evenly and tightly wound on a stiff paperboard core with an inside diameter of 1.25" to 1.625 or coreless as specified. All rolls of tissue shall be a minimum of 4" in width to a maximum of 4.5" in width. The tissue shall be perforated so the sheets can be cleanly and completely separated. The minimum length of the sheet will be 3.75". The tissue shall be clean, soft, and shall be free from visible wood splinters, specks, holes, wrinkles or other imperfections which would affect either appearance of serviceability.

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

Perforated towels will be perforated completely and uniformly across its width so that each towel can be dispensed individually.

Minimum basis weight for all paper towels shall be 22 lb. per 500 sheets Manufacturer Expected Average + or - 2 lbs.

**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:** Bid unit price F.O.B. destination. 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 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

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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 Contract: 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 Contract: 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 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

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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.

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.

**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

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

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