

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

**STATE TERM CONTRACT**

THIS IS THE SECOND OF SIX (6) EXTENSION OPTIONS. 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.

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BUYER: Jessica Lowder 501-324-9316

**AWARD #: SP-12-0112**

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**DESCRIPTION: Paper Towels**

FOR: All State Agencies, Institutions of Higher Education and Political Subdivisions

CONTRACT VALUE: \$26,280.00

PURCHASE REQUEST NO: Offline

CONTRACT PERIOD: The term of this contract extension shall be for a period of twelve (12) months beginning January 15, 2014 through January 14, 2015 with four (4) remaining options to renew in one (1) year increments or a portion thereof upon mutual agreement.

**INVOICE TO:**

As Specified on Purchase Order

**FOB DELIVERY LOCATION:**

As Specified on Purchase Order

**CONTRACT AWARD TO:**

American Paper & Twine  
11611 Otter Creek South Road  
Little rock, AR 72103

CONTACT NAME: Jonathan Ramsey  
PHONE: 501-224-1555  
FAX: 501-224-1599  
EMAIL: jramsey@aptcommerce.com

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

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

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**SCOPE:** This is a TERM Contract to provide Paper Towels for the University of Arkansas located in Fayetteville, Arkansas. All other Arkansas State Agencies and Cooperative Purchasing Program participants within Arkansas may also participate in this contract.

**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.

**QUANTITY:** Quantity is estimate based upon summary information from the University of Arkansas. Different State agencies, boards and commissions, and state supported colleges and universities may order from this contract. The contract is non-mandatory for State agencies. **This contract requires a vendor to deliver state-wide (Arkansas) 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.

**PRICING:** The bid price covers all of the materials and operations necessary for the production of items specified, including FOB normal delivery.

Item	Qty	Description	Unit Price	Extension
1	9,000 Rls	Paper Towel-SCA Tork # RK8002 Rolls per Case 6 Each	\$2.92 /Rls	\$26,280.00

**MINIMUM ORDER AMOUNT:** Each order must be a **minimum order amount** of \$80.00.

**ORDERING PROCEDURE:** All orders will be submitted direct to the contractor by *e-mail, fax or phone*. All orders will be for full case quantities.

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

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. All transportation expenses for inside delivery of the finished product will be the responsibility of the contractor.

**FOB DELIVERY LOCATION:** As shown on each individual purchase order.

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

**VENDOR CONTACT:**

Name: Melissa Feltner Phone: 501-224-1555  
Address: 11611 Otter Creek South Road Fax: 501-224-1599  
Little Rock, AR 72103 Email: mfeltner@aptcommerce.com

**PACKAGING:** Finished items shall be packaged and cartoned so as to protect contents from damage during shipment, handling and storage. Cases shall not exceed 45 pounds in weight.

Each case must contain an equal number of rolls. All cases should be of the same size and should indicate on the outside the name of item and the quantity contained.

**PRICE CHANGE CLAUSE:** All prices bid shall be firm for the first term of this contract. Thereafter, a request for increase must be submitted in writing to the Office of State Procurement with supporting manufacturer's documentation indicating percentage of increase and effective date. This increase must be addressed to the merchant network and be reflective of an increase to all distributors, not to this contract alone. The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if determined to be in the best interest of the State. After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for the term of the extension.

It is understood and agreed in the event of a reduction in the manufacturer's price, the State of Arkansas will be given the full benefit of any such decline in price immediately upon the effective date of reduction. The State of Arkansas may monitor reductions by requesting the manufacturer to provide cost comparison data at any time after the first six months of the contract to reflect base cost (at time of award) to current cost (at time of request).

### ITEM SPECIFICATIONS

Products bid **MUST** meet **EPA** minimum guidelines to be considered for award.

**Size :** 7.875 inch to 8 inch wide x 800 linear feet length roll, non-perforated, hard roll paper towel with 1.6 inch to 2.0 inch diameter universal core.

**Stock Recycled :** Manufactured of 100% recycled fiber with a minimum of 40% post-consumer waste.

**Color :** Brown

**Certification :** Green Seal Certified.

**Rolls :** A minimum of six (6) rolls per case.

All towels to have a normal, commercial surface finish that is uniform with no clumps of undisbursed fibers. Towels to be free of holes, tears and wrinkles with cleanly cut edges. Towels to have no disagreeable odors and have no evidence of foreign materials or dirt.

**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: 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.

### GENERAL INFORMATION

**SUBSTITUTION OF BRAND:** Any substitutions of brand under this contract after award must be approved in writing by the Office of State Procurement prior to delivery. Brand substitutes must be the same or higher specification and technical data for each product on which bid is based.

**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.

**SAMPLES:** No samples are required.

**INVOICING:** An itemized invoice addressed to the ordering agency reflecting agency's purchase order number, quantity, contract number SP-12-0112 description, and unit price is required.

### **OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS**

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

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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.