



STATE OF ARKANSAS
**Department of Finance
and Administration**

OFFICE OF STATE PROCUREMENT

1509 West Seventh Street, Suite 300
Little Rock, Arkansas 72201-3966

Phone: (501) 324-9316
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<http://www.state.ar.us/dfa>

Date: December 9, 2008

Commodity: Printed Letterhead with Envelopes

Extension of State Contract: 4600012243 Tracking No: SP-07-0176

Contractor: Bank and Business Solutions

The Office of State Procurement and Bank and Business Solutions hereby mutually agree to extend the state contract referenced above, with prices remaining the same, for a period to run from January 1, 2009 through December 31, 2009. This agreement, the laws of the State of Arkansas and state contract as shown, constitute the entire agreement of the parties. All terms and conditions as stated in state contract(s) as shown will be applicable during the renewal period.

Randy Burrall
Bank & Business Solutions

12-9-08
Date

Kelley Kelley
Office of State Procurement

12-9-08
Date

Jane Benton
Administrator

12-19-08
Date

Using Agency: All State

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

501-324-9316

STATE CONTRACT AWARD

THIS IS THE SECOND OF THREE (3) EXTENSION OPTIONS. 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 REQUEST FOR QUOTATION AND CONTRACT.

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. 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 REQUEST FOR QUOTATION.

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BUYER: Kelley Kelley (501) 354-9316

CONTRACT/BID NO.: SP-07-0176

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DESCRIPTION: Printed Letterhead with Envelopes
CONTRACT PERIOD: January 1, 2009 through December 31, 2009

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CONTRACT VALUE: \$118,548.86
COMMODITY CLASS(ES): 31025, 31031, 31061, 31067, 64521, 64564
PURCHASE REQUEST NO.: n/a
AGENCY CONTACT/PHONE: As specified on Purchase Order
DELIVERY REQUIREMENTS: As specified on page 2

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PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:
As specified on Purchase Order

DELIVER TO:
As Specified on Purchase Order

CONTRACT AWARD TO:
Bank and Business Solutions
11600 Otter Creek South Rd.
Mabelvale, AR 72103

CONTACT NAME: Randy Burrall
TELEPHONE NO.: 501-312-7419
FAX NO: 501-224-4769
VENDOR NO: 100136148
FEDERAL I.D. NO.: 20-5288983

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: _____



DATE: 12-19-08

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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 invitation for bid must be equally applied to such participants.

SCOPE: This annual contract is for printed letterhead, envelopes and second sheets for State Agencies and Cooperative Purchasing Program Participants to procure on an as needed basis throughout a one (1) year period. **ALL STOCK IS RECYCLED ONLY.** Printing will include up to two (2) colors of ink. Recycled stock includes 20# white bond letterhead, 20# white wove envelopes, and matching 24# envelopes, also 24# linen finish natural color letterhead with 24# matching envelopes. Total price bid covers all of the materials and operations necessary for the production of items specified including but not limited to paper stocks, negatives, proofs, printing, packaging and inside delivery.

DELIVERY SCHEDULE:

1. Inside delivery of the finished items must be made to the location specified on the ordering entity's purchase order.
2. **Section I**, Letterhead and Envelopes, Black Ink Only:
Camera-ready copy or negatives available - within **ten (10) working days** after receipt of order.

Original composition required - within **fifteen (15) working days** after receipt of order.
3. **Section II**, Letterhead and Envelopes, One Color of Ink Other Than Black, and **Section III**, Letterhead and Envelopes, Two Colors of Ink, and **Section V**, Items requiring bleeds; within **twenty (20) working days** after receipt of order.
4. **Section IV**, Second Sheets: Within **ten (10) working days** after receipt of order.
5. If proofs are required, or requested, proof must be provided to the using agency within 7 working days after receipt of order. This time is part of production time. If copy changes and/or corrections are needed vendor to return changed or corrected proof to the using agency within 3 working days. The time the proof is out of the vendor's hands for agency approval will not count against production time.
6. "Working days" shall be defined as Monday through Friday of each week exclusive of all official state holidays.
7. The contractor shall be responsible for all transportation expenses including charges for inside delivery.

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. They may choose one of the two options stated below:**

Option 1. Waive the order from the contract, which will allow the agency to procure elsewhere. Agency to forward a copy of any "Rush" orders to the Office of State Procurement, Attn: Beverly Webb.

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

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

QUALITY:

1. The printing and workmanship provided under this contract shall be of **excellent quality**. Consistent ink density and coverage is required. Hollow or pitted type, hairlines, broken serifs and fluctuating alignment will not be accepted. All printing must be clear and concise with no blurred or broken letters.
2. A significant number of the orders processed under this contract will be reprints for which existing negatives can be utilized. It is the responsibility of the contractor to inspect all provided artwork and negatives prior to production to insure that the quality requirements of this contract can be maintained.
3. Negatives which through repeated use have become unusable may be replaced in accordance with the provisions outlined under "Obligations of the Contractor".
4. Envelopes provided under the scope of this contract shall be of good quality. The envelopes must meet the minimum Federal Postal Regulations. The dimensions of the envelopes shall not deviate more than plus or minus 1/16" from those given. All envelopes must be of the quality, strength, and construction to allow machine insertion. Squeeze out of excessive glue must not occur.
5. Side seam envelopes, except as noted, will be allowed under this contract with prior approval of the user. Vendor shall guarantee all above stipulations for quality. If problems occur, vendor shall replace the envelope order at no charge. No side seam envelopes will be accepted by the Department of Finance & Administration under this contract.

ESTIMATED QUANTITIES: The quantities are estimates based upon orders submitted during the previous contract period over a twelve month period. Contractor must furnish the quantity requisitioned whether more or less than the estimates, as the State of Arkansas may elect.

PERFORMANCE SECURITY: In order to assure full performance of all obligations imposed on a vendor by contracting with the state, the vendor was required to provide a performance security in an amount of ten percent (10%) of the total bid price. The form of security required shall be a performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or an irrevocable letter of credit from an Arkansas bank. A cashier's/certified check may also be accepted in certain circumstances. The contract shall be awarded upon acceptance of the performance security by the state procurement agent/official.

If a vendor fails to deliver the required performance security, the bid shall be rejected and the contract shall be awarded to the provider of the next ranked bid. In the event of a breach of contract, either through quality problems, late delivery, substitutions, nonperformance, or other areas within the control of the vendor, the state procurement agent/official will notify the vendor in writing of the default and may assess reasonable charges against the vendor's performance security. If, after notification of default, the vendor fails to remedy the state's damages within ten (10) working days, the state procurement agent/official may initiate procedures for collection against the vendor's performance security.

In order to achieve the greatest economy for the state, the state procurement agent/official may choose the

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next highest ranked bidder, re-advertise for bids, negotiate a purchase, or complete any other action consistent with the purchasing laws. The performance security will be released at the end of the contract term.

TERM: The term of this contract shall be effective January 1, 2009 and ending December 31, 2009.

EXTENSION CLAUSE: Any contract awarded from the offering of these specifications will be subject to up to three (3) extensions each for a period not to exceed a 12-month period. Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested. The price change clause will remain in effect for any period agreed upon for extension.

SUMMARY REPORTS: The contractor is required to provide the Office of State Procurement with a summary reports as outlined in the Request for Quotation.

ORDERS: All orders placed against this contract will be in the form of a purchase order issued directly to the contractor. A written purchase order received by mail or facsimile must be in the contractor's possession before shipment can be made. Walk in or verbal orders will not be accepted by the contractor.

Minimum order for letterhead and envelopes will be 1,000.

Maximum orders for letterhead and if desired, envelopes will be 50,000 per order. Orders above the maximum amounts will be bid separately.

20# white wove envelopes must be ordered with letterhead. If 20# white wove envelopes are needed without letterhead agency must order off the State Printed Envelope Contract.

24# envelopes, white or linen finish, may be ordered individually off this contract with a minimum order of 1,000.

Ordering entity should provide the name and number of a contact person to facilitate communication from vendor.

EXCEPTIONS: (State Agencies):

1. The Arkansas State Senate and Arkansas House of Representatives are exempt from this contract if they so desire. Bidders are advised that orders made by the Arkansas State Legislature will be minimal.
 2. The State reserves the right to purchase letterhead from State owned printing facilities.
 3. Four-color process, engraved, thermographed, legal and monarch size letterhead or envelopes are not covered under the scope of this contract and will be bid separately by the Office of State Procurement.
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ITEM SPECIFICATIONS

SIZE:

Letterhead: 8 1/2" x 11"
Envelopes: #10 regular

PAPER STOCK: All stocks must be recycled.

1. **Letterhead: White**, Recycled, 25% Cotton Bond. 20 lb., cockle finish, with watermark. Minimum acceptable brightness: 90. DOMTAR NEKOOSA 20# Bond, Cockle Finish; FOX RIVER CAPITOL 20# Bond, Lt. Cockle Finish; or approved equal.

BRAND BID: DOMTAR NEEKOOSA

2. **Matching Envelopes. White**, Recycled, 25% Cotton Bond. 24 lb., cockle finish, with watermark. Minimum acceptable brightness: 90. DOMTAR NEKOOSA 20# Bond, Cockle Finish; FOX RIVER CAPITOL 20# Bond, Lt. Cockle Finish; or approved equal.

BRAND BID: DOMTAR NEEKOOSA

3. **Envelopes. White Wove**, Recycled, 24 lb. Minimum acceptable brightness: 83. Dry Gum (dextrin) adhesive shall be used.

BRAND BID: PRINTMASTER

4. **Letterhead: Natural Color, Linen Finish**, Recycled, 24 lb. Writing Paper and matching #10 envelopes. Dry gum (dextrin) adhesive shall be used on the envelopes. NEKOOSA LINEN, Natural Color; FOX RIVER HOWARD LINEN, Warm White Color; or approved equal.

BRAND BID: NEKOOSA LINEN

BRAND NAMES: Brand names are used for purposes of quality identification only. Where the term "or equal" is used, comparable and acceptable other brands shall be determined by reference to the most recent annual edition of the "The Fine Paper Directory - Sample Book" (Paper Buyer's Guide), published by Grade Finders, Inc. In the event a paper is bid which is not listed in the Paper Buyer's Guide, it shall be the responsibility of the vendor to provide satisfactory proof that the paper meets or exceeds the specifications of the paper specified in the contract.

RECYCLED PAPER DEFINITION: "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%) postconsumer material by fiber weight.

SUBSTITUTIONS: If at any point during the term of the contract the contractor is unable to provide the brand of paper stock indicated in the contract, any alternate brands must be verified as an equal and approved in writing by the Office of State Procurement prior to substitution or the State will not be responsible for payment.

PROOF OF PAPER COST: The contract is required to provide the Office of State Procurement with proof of paper cost as outlined in the Request for Quotation.

PRICE CHANGE CLAUSE: The contractor confirms that his company and any subcontractors will guarantee full disclosure and benefit of any and all paper price decreases passed along from the mill or supplier. No price increases will be authorized during the initial 120 days of this contract. In the event of an industry wide paper price increase, the contractor may request a paper cost increase, but must furnish a written request

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including all documentation to support the cost increase. Price increases, which are approved, will become effective within the (10) working days after date of written authorization from the Office of State Procurement. Any price increase will remain firm for a period of not less than sixty (60) days.

Paper price information supplied by the successful bidder at time of award will be used as the basis for any cost increases or decreases authorized by the Office of State Procurement during the term of this contract and any subsequent periods of extension. The Office of State Procurement will review the price of paper on a regular basis. When market conditions indicate that a reduction in cost is warranted, the contractor will be required upon written notification from the Office of State Procurement to lower his price for paper on all jobs in production and on all future jobs until such time as an authorized change in cost is made or the contract is terminated. The actual amount of decrease in cost will be in direct proportion to the change in the marketplace. The contractor may be required to provide documentation of the prices paid for paper either by his company or his subcontractor.

CURRENT COST
--- - 1 X 100 = (Increase or Decrease)
PREVIOUS COST

INK: This contract is restricted to the use of a maximum of two colors of ink (any PMS) on any one job (two color letterhead and/or envelopes.)

Gold ink, when requested, shall be simulated gold colored, non-metallic ink, PMS 871 or equivalent.

The use of a soy ink product is REQUIRED for the printing of this contract.

Brand of ink: KOHL-MADDEN Mfgr: KOHL-MADDEN

COMPOSITION: When original composition for letterhead and/or envelopes is required, the contractor may charge three dollars (\$3.00) per line not to exceed \$15.00 per item. This charge will also be allowed when vendor must strip in line change(s) on existing negatives. If agency furnishes negatives or camera-ready copy there will be no additional charge. When requested, the Arkansas State Seal shall be furnished. If any substitution or alteration of this seal occurs, contractor will be required to reprint the order.

In instances where a negative or original copy is not provided, the vendor will be required to reset the type. Second generation negatives are not to be used.

Any special artwork or logos must be provided camera ready by the ordering entity.

PRINTING ON FLAP OF ENVELOPE: Pricing of envelopes in Sections I, II, and III includes printing of the return address on the front of the envelope. Printing of the return address on the flap of the envelope is available for an additional upcharge of 25% of the total cost of envelopes ordered.

PROOFS:

1. Proofs are to be provided on all orders requiring the vendor to set composition. Proofs are not required for re-orders unless requested by the ordering entity. If requested on reorders, the vendor may charge \$5.00 per proof. If proof is required or requested proof must be provided to the using agency within 7 working days after receipt of order. If copy changes and/or corrections are needed vendor to return changed/corrected proof to the using agency within 3 working days.
2. Charge for author's alterations on blueline proof is \$1.00 per line not to exceed \$10.00 per each letterhead (and envelope) order.

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3. Both the using agency and the contract holder are responsible for keeping accurate records showing the time copy and proofs are mailed and received in order to calculate the final delivery date of the finished product. These records must show the dates proofs are mailed or delivered to the using agency and the date(s) they are returned. When the proofs are returned to the using agency, the contract holder will provide a proofing document for the agency to sign indicating if corrections are necessary. The document will show the signature of the person reviewing the document, the date it was reviewed, and the necessary corrections to be made, if any. The contractor will not proceed without this signature. The time proofs are out of his plant will not count against production time.

4. When proofs are submitted to the agency, it will be the agency's responsibility to make the necessary corrections. The notation "AA" (Author's Alterations) or "PE" (Printer's Error) will be made in the margin of the copy along side each correction.

5. Author's alterations are changes made by the originator after typesetting has been accomplished according to the original manuscript. If the printer makes errors in the setting of composition, the correction of these errors is not chargeable to the agency. The "PE", "AA" designations will identify those charges for which the agency should correctly be billed. Since most manuscripts have substantial changes made during the proofing process, a sizeable amount of money may be involved.

6. All corrections must be made in blue, non-reproducing pencil.

7. Send proofs to appropriate state agency or cooperative purchasing program participant.

INVOICING: If not otherwise specified, the contractor must submit invoices to the ordering agency in triplicate. The invoice must clearly show the contract number and agency's purchase order number.

OVERRUNS/UNDERRUNS:

Overruns will be priced at 80% of the unit contract price. Underruns will be priced at the full unit contract price and subtracted from the total bid price.

<u>Order</u>	<u>Variation Allowed</u>
1,000 - 2,000	10%
2,500 - 4,000	8%
5,000 - 9,000	6%
10,000 - 24,000	4%
25,000 - 50,000	2%

PACKAGING: All letterhead and envelopes shall be packaged in suitable boxes furnished by the contractor with a maximum of 500 sheets or envelopes per box. All boxes must be clearly labeled on the outside as to their contents.

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 each.

SAMPLES: Contractors shall provide samples when requested by the Office of State Procurement. Sample must be provided within 5 working days after request.

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 a penalty for the inferior merchandise. If, in the opinion of the Office of State Procurement and the using agency, the merchandise is unacceptable, the Vendor may be offered an opportunity to reprint the material within a reasonable time. At the time authorization for the reprint is given, the Office of State Procurement will establish, in writing, a new

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delivery date. If final delivery exceeds the original delivery date, the vendor may be charged a late penalty as specified in the contract. Receipt of the merchandise does not necessarily constitute acceptance. The using agency will be granted a reasonable time in which to inspect the merchandise and to determine if its quality meets the requirements or standards of the contract.

OBLIGATIONS OF CONTRACTOR: (State Agencies)

1. Contractor will be required to maintain all negatives utilized under this contract. (NOTE: Contractor is to comply with those orders requesting that negatives be included with shipment to the ordering entity. All transportation expenses shall be paid by the contractor.)
2. After award of the contract, the contractor will be shipped production quality negatives that are to be used in the printing of reorders. All of the negatives furnished to the contractor will remain the property of the State of Arkansas and any loss or damage to the negatives while in the possession of the contractor will require replacement at no cost of the State.
3. Negatives which have deteriorated through use and require replacement may be priced out as an original order after the contractor has provided notification to the ordering agency and received authorization to reset composition. New negatives provided for original orders and for replacement of existing negatives which are worn or defective are the property of the State and must be production quality.
4. Contractor will keep the negatives associated with this contract in a secure location. As orders are filled, the negatives used must be placed in an envelope or file pocket designating the ordering agency's name. Upon expiration or other termination of the contract, the contractor will be required within 10 working days after notification from State Purchasing to transfer those negatives used during the term of the contract and not currently in production to a location designated by the Office of State Procurement. All transportation expenses will be paid by the contractor. Negatives in production will be forwarded to the same location at contractor's expense no more than 20 working days after the expiration of the contract. Any negatives which have not been used during the two year term of this contract will be destroyed by the contractor at the contractor's expense.
5. A complete inventory list indicating the agency name and number of negatives must be delivered with the negatives used in production during the term of this contract. A copy of the list must be provided to the Office of State Procurement.
6. If the new contractor receives the negatives and the aforementioned requirements have not been met, the current contractor will be held responsible for correcting any discrepancies that may exist. Failure to complete this portion of the contract will be considered default and could jeopardize the future bidding status of the contractor.

OBLIGATIONS OF THE CONTRACTOR: (Cooperative Purchasing Participants)

1. Negatives which have deteriorated through use and require replacement will require notification to the ordering entity and authorization to reset composition. New negatives provided for original orders and for replacement of existing negatives which are worn or defective must be production quality.

2. The contractor must ship all negatives with the order.

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 fair market price as established by the Office of State Procurement. However, any additional costs

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incurred after the contract award will not be used in determining the low bid. These costs may include, but are not limited to, halftones, author's alterations, extra composition, overruns, or any other unforeseen costs.

PROPERTY OF THE STATE:

All dies, electroplates, cuts, negatives and positives, engravings and artwork or any other commodities used in the production of work under this contract are the property of the state and shall be delivered to the ordering agency upon completion of this contract. All transportation expenses shall be paid by the contractor.

LIQUIDATED DAMAGES OR PENALTY:

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.

Liquidated damages imposed by the state against the contractor for failure to meet the delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. 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 penalties for late delivery in all cases except those approved by the Office of State Procurement 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 a liquidated damage of up to 20 percent (20%) of the invoice price.

LIQUIDATED DAMAGES OR PENALTY: (Cooperative Purchasing Participants)

1. All commodities furnished will be subject to inspection and acceptance after delivery. If the contractor fails to meet the specifications the Cooperative Purchasing Participant should notify the Office of State Procurement in writing.
2. Liquidated damages imposed by the State against the contractor for failure to meet delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire.

TERM 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.

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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.
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.

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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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