

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, 3<sup>RD</sup> Floor 72201-3966  
Little Rock, Arkansas  
501-324-9316

STATE CONTRACT AWARD

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 PROPOSAL.

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BUYER: Lee Costley

CONTRACT/BID NO.: SP-07-0399

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DESCRIPTION: LAMP & LAMP BALLAST

CONTRACT PERIOD: JULY 03, 2007 THROUGH JULY 02, 2012 WITH OPTION TO EXTEND, UPON MUTUAL AGREEMENT, TWO (2) ADDITIONAL YEARS IN ONE YEAR INCREMENTS OR A PORTION THEREOF.

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MATERIAL GROUP(S): LAMP: 15000, LAMP BALLAST: 15000, 28506, 28550

AGENCY CONTACT/PHONE: George Albertson: 800-666-8321

DELIVERY REQUIREMENTS: 15 DAYS ARO

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

INVOICE TO: VARIOUS AGENCIES

DELIVER TO: AS SPECIFIED ON AGENCY  
PURCHASE ORDER

CONTRACT AWARD TO:  
TREADWAY ELECTRIC CO. INC.  
PO BOX 194108  
Little Rock, Ar. 72219-4108

CONTACT NAME: George Albertson  
TELEPHONE NO.: 800-666-8321  
FAX NO.: 501-562-3743  
VENDOR NO.: 100001537  
FEDERAL I.D. NO.:

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: Joseph A. Bidolio

DATE: 06/27/2007

## STANDARD TERMS & CONDITIONS

1. General: Any special terms and conditions included in the Request for Proposal 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 proposal 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. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed in ink. Late bids will not be considered under any circumstances. **SIGNATURE: FAILURE TO SIGN THE BID WILL DISQUALIFY IT. THE PERSON SIGNING THE BID SHOULD SHOW TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT. THE SIGNATURE MUST BE IN INK.**

4. Prices: Quote FOB destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the request for proposal. 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 request for proposal.

5. Quantities: The quantities stated in the 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 identified in this bid invitation. If the bidder takes no exception to the 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. 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. Each sample should be marked with the bidder's name and address, bid number and item number.

9. Testing Procedures for Specifications Compliance: Test may be performed on samples or demonstrators submitted with the bid or on samples taken from 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 net price should be shown in the bid.

12. Award: Term Contracts: A Contract Award will be issued to the bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a Purchase Order from the ordering Agency.

13. Firm Contracts: A written State Purchase Order mailed, or otherwise furnished, to the bidder within the time of acceptance specified by Agency.

14. Length of Contract: The Request for proposal will show the period of time the term contract will be in effect.

15. Delivery on Firm Contracts: The Request for proposal 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 bidder.

16. 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.

17. Storage: The ordering Agency is responsible for storage if the contractor delivers within the time required and the Agency cannot accept delivery.

18. Default: All commodities furnished will be subject to inspection and acceptance of the ordering Agency after delivery. Backorders, 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.

19. 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.

20. Invoicing: The contractor shall be paid upon the completion of all of the following:
- a) Submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the request for proposal,
  - b) Delivery and acceptance of the commodities and
  - c) Proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to "Invoice To" point shown on the purchase order.
21. 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 FOB point properly identifying what is being returned.
22. 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.
23. Assignment: neither any contract entered into pursuant to this request for proposal is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
24. 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.
25. 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 service, the contractor may file a claim.
26. Discrimination: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees as follows:
- 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 bidder.
27. 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.
28. Antitrust Assignment: As part of the consideration for entering into any contract pursuant to this request for proposal, the bidder named on the front of this request for proposal, 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.

29. 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 to the Agency.