CONTRACT AWARD

Date of Award: August 28, 2017

Contract ID: 43577

Event ID: EVT0005203

Replace Contract: 40635

Procurement Officer: Kenna R Lierz
Telephone: 785/296-1171
E-Mail Address: kenna.lierz@ks.gov
Web Address: http://admin.ks.gov/offices/procurement-and-contracts

Item: Papers (Copy/Offset/Carbonless/
Agency/Business Unit: Statewide Mandatory Use
Period of Contract: September 01, 2017 through August 31, 2021
(With the option to renew for one (1) additional twelve (12) month periods)

Contractor: WESTERN STATES ENVELOPE CO
4480 N 132ND ST
BUTLER, WI 53007-2015

Vendor ID: 0000031186
FEIN: 39-0700440
Contact Person: Brian Dahl
E-Mail: Brian.Dahl@wsel.com
Toll Free Telephone: 800-753-2329
Local Telephone: 262-781-5540
Fax: 800-753-2329

Payment Terms: Net 30

Political Subdivisions: Pricing is not available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may use a P-Card for purchases from this contract.

Administrative Fee: Administrative Fees have been incorporated into the unit prices of this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: http://www.da.ks.gov/purch/Contracts/
1. Terms and Conditions

1.1. Contract Documents
In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

1.2. Captions
The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. Definitions
A glossary of common procurement terms is available at http://admin.ks.gov/offices/procurement-and-contracts, under the "Procurement Forms" link.

1.4. Contract Formation
No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

1.5. Notices
All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas  66612-1286
RE:  Contract Number 43577

or to any other persons or addresses as may be designated by notice from one party to the other.

1.6. Statutes
Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

1.7. Governing Law
This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

1.8. Jurisdiction
The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment
1.9. **Mandatory Provisions**

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

1.10. **Termination for Cause**

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. **Termination for Convenience**

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. **Rights and Remedies**

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

1.13. **Antitrust**

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

1.14. **Hold Harmless**

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.
The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

1.15. **Force Majeure**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

1.16. **Breach**

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

1.17. **Assignment**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

1.18. **Third Party Beneficiaries**

This contract shall not be construed as providing an enforceable right to any third party.

1.19. **Waiver**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

1.20. **Injunctions**

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

1.21. **Staff Qualifications**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

1.22. **Subcontractors**

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements
of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

1.23. **Independent Contractor**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

1.24. **Worker Misclassification**

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

1.25. **Immigration and Reform Control Act of 1986 (IRCA)**

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

1.26. **Proof of Insurance**

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

1.27. **Conflict of Interest**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

1.28. **Nondiscrimination and Workplace Safety**

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

1.29. **Confidentiality**

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the
Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

1.30. **Environmental Protection**

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rules or regulations may result in termination of this contract for cause.

1.31. **Care of State Property**

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

1.32. **Prohibition of Gratuities**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

1.33. **Retention of Records**

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

1.34. **On-Site Inspection**

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

1.35. **Indefinite Quantity Contract**

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.
1.36. **Prices**

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

1.37. **Contract Price**

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

1.38. **Payment**

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.39. **Invoices**

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work);
- purchase order number and contract number;
- itemization of all applicable charges; and
- net amount due.

1.40. **Accounts Receivable Set-Off Program**

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

1.41. **Federal, State and Local Taxes**

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal
excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

1.42. Quarterly Reports
The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer or his/her designee located at 900 SW Jackson, Ste. 451-South, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at http://admin.ks.gov/offices/procurement-and-contracts, under the "Procurement Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- **Sales Summary** -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- **Items Sold** -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- **Items Sold, by Agency** - Same as above, except sorted by agency.

1.43. Administrative Fee
Contractor(s) must pay a 1/2% Administrative Fee on all purchases (including political subdivisions) made against this contract. The fee is to be included in the cost of the goods or services. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the “State of Kansas - Procurement and Contracts” and must be paid within 30 days following the end of each quarter. Fees paid under this mandate shall correlate with figures submitted on the quarterly reports.

1.44. Shipping and F.O.B. Point
Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

1.45. Deliveries
All orders shall be shipped within NA days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.
1.46. **Charge Back Clause**
If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

1.47. **Debarment of State Contractors**
Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.48. **Materials and Workmanship**
The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

1.49. **Industry Standards**
If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.50. **Implied Requirements**
All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.51. **New Materials, Supplies or Equipment**
Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

1.52. **Inspection**
The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.53. **Acceptance**
No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.
1.54. **Ownership**
All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

1.55. **Information/Data**
Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

1.56. **Certification of Materials Submitted**
The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.57. **Transition Assistance**
In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.58. **Integration**
This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.59. **Modification**
This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.60. **Severability**
If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
2. Specifications

The State of Kansas is issuing this Request for Proposal to obtain competitive responses from bidders to provide Papers per the attached specifications in order to establish a statewide mandatory use contract for all state agencies in Kansas. See Exhibit A, Paper Specifications.

1. **Term of Contract:** The term of this contract is from September 1, 2017 through August 31, 2021 with the option for one (1) twelve (12) month renewal option, by written agreement of the parties.

2. **Copy Paper:** Copy papers including virgin and recycled copy paper, white and colors, shall be awarded to one vendor. Overall lowest bid meeting specifications will be awarded.

   Bidders are advised that State of Kansas agencies can also order copy paper from the State’s Office Supply vendor, Staples, under contract 37762, good through July 31, 2020. State agencies are advised by Procurement and Contracts that for quantities under a case and for desktop delivery, the Office Supply vendor may be better suited to their needs. For case and larger quantities delivered to one central delivery point within a state agency, this paper contract has historically delivered better value.

3. **Other Paper Groups:** Overall lowest bid meeting specifications will be awarded, by group.

   The State recognizes that certain papers that were bid last year may no longer be available on the market. Bidders may propose alternate lines of paper to the lines that are referenced in the pricing document.

4. **Quantities:** Any contract entered into will be of the "open-end" type. The contractor will deliver such quantities as may be ordered, and the quantities ordered will be those actually required during the contract period. The State will be liable only for such quantities as are actually ordered by and delivered to the various State Agencies. Estimated value of this contract is estimated to exceed $2,500,000.00 per year statewide.

5. **Substitutions:** The ordering agency shall be immediately notified of any items not stocked or available for delivery within contractual delivery times. The agency shall have the option to acquire items not available from the contract vendor from other sources outside this contract. Excessive back-order situations may result in disqualification and re-award of contract.

6. **Unit of Delivery:** The contractor shall not be responsible to supply an item being ordered in a quantity of less than full cartons. Agencies are advised to purchase smaller requirements locally or contact the contractor(s) for their pricing on these items.

7. **Returns:** The State of Kansas reserves the right to negotiate with the contractor to return unopened cartons of copy paper at the end of the contract. The agency will pay a reasonable restocking fee (approx. 15%) plus freight charges on these items. Arrangements regarding and return of any items are to be made between the agency and the contractor within 45 days after the end of the contract.

8. **Samples:** Samples of items bid shall be made available upon request by the contracting officer. Each sample must be clearly labeled with the bidder’s name, group and item number, brand name, basis weight, and finish.

   The successful vendors must supply samples and/or swatch books of their awarded item(s) to the State of Kansas’s major users and must be furnished at no expense to the state within seven (7) days after receipt of the request. The names and locations of these agencies and the number of samples and/or swatch books is included in Exhibit B, State & Regent Printers Major Users.

9. **Shipping and F.O.B. Point:** Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this Request without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
. Delivery: Vendors are required to be able to deliver within seven (7) days after receipt of order. Preference may be given to vendors with shorter delivery times. Delivery capabilities for all major user locations shall be included as part of the vendor’s technical proposal.

10. Unprinted Envelopes Specifications

General: All items furnished under this specification must (a) Be die cut or web manufacture. If envelope quoted is make ready (diagonal seam) style, then split seal gumming is required. Refer to (e) under "Construction". Vendors are to note on bid which style is being quoted. (b) Be new, unused and manufactured from "fresh" envelope stock. (c) Be of the dimensions given. (d) Be manufactured in the most thorough and workmanlike manner consistent with the highest standards of the industry.

Paper Stock: All paper stock from which envelopes are manufactured shall be clean and free from imperfections and shall be suitable for writing on with ink. Brown Kraft envelopes shall be manufactured from unglazed stock containing 100% sulphate pulp. White wove envelopes shall be manufactured from No. 1 bond (brightness of 87), unglazed stock, free from unbleached or ground wood pulp; the ash shall not exceed 10%; the opacity shall be not less than 86%.

Construction: The construction of all items shall be in accordance with industry standards for manufacture of top-quality envelopes. Receipt of items manufactured from inferior materials or showing poor or careless workmanship will be considered "just cause" for cancellation of the contract. (a) The sealed flaps or seams shall be sufficiently wide to insure strength and sealed with such quantity and quality of adhesive to effect perfect and permanent adhesion. (b) Care must be exercised to prevent an excessive amount of adhesive on the seams, causing the seams to adhere to the inside of the envelope. (c) All adhesives used shall be free from ingredients which would tend to discolor the paper; they shall be clean and free from offensive odor; and they shall be of such consistency that they prevent curling of the envelopes after drying or premature adhesion of the sealing flaps. (d) Windows, where specified, shall be covered on the inside with a transparent window material glued securely on all edges so as not to interfere with insertion of contents. The transparent polystyrene window material shall be free of any condition which would prevent the address from being distinctly legible. (e) Commercial and Executive style envelopes shall be suitable for printing (offset, laser, etc.), automatic addressing, automatic insertion of material, and automatic sealing with all equipment in use by the State of Kansas.

Packaging: Envelopes are to be packaged with the top of the envelope at the top of the box. All items shall be packaged in quantities known as "standard" to the industry, in chipboard boxes and corrugated or fiber shipping containers. (a) Each box shall be labeled or otherwise clearly marked to indicate (1) manufacturer; (2) quantity contained in the box; (3) type of envelope; (4) size of envelope; and (5) basis weight of the envelope stock.

Printing: Imprinting of envelope items is not included in the specifications. No payments for imprinting will be authorized by the Director of Purchases.
Exhibit A

Copy Papers


b. **Premium No. 4 Bond – Recycled, White and Colors:** 30% includes 20 lb. and 24 lb. basis weight in various cut sheet sizes. White paper shall have brightness of xx and opacity of xx

Copy papers shall be long grain, carton packed and ream wrapped in moisture proof paper. Paper should be able to withstand considerable heat without excessive curling for automatic collation. For use in high speed photocopiers, laser printers and plain paper facsimile machines.

IP Hammermill

a. **Premium Laser Print:** 24, 28 and 32 lb. basis weights, various size cut sheets and parent sheets, brightness of 98 or better and opacity of 92 or better, radiant white, long grain, acid free, archival quality, electronic image capable, carton packed and ream wrapped in moisture proof paper. Hammermill Laser Print or equal.

b. **Premium Color Copy Paper,** digital cut sheets and cover in various sizes, basis weight and sheet size as indicated, for color copiers and ink jet printers, photo white, ultra smooth finish, brightness of 100 or better and opacity of 94 or better, carton packed and ream wrapped in moisture proof paper. Hammermill Digital Color Copy Paper or equal.

Performance Papers, Perforated: Premium No. 4 Bond: 20 lb. and 24 lb. basis weights, 8 ½ x 11” cut sheets, white, Brightness of 92, long grain, carton packed and ream wrapped in moisture proof paper. Paper should be able to withstand considerable heat without excessive curling for automatic collation.

Blanks Kan’t Kopy: One-sided Rx Invalid Security Paper, 60 lb., 12 M Weight, 8 ½ x 11” Cut sheets, blue, smooth, Sole user is University of Kansas Medical Center.

Neenah Gilbert: Premium Cotton, 25% cotton fiber content, cockle finish, white, cut sheets, watermarked, sealed 500 sheets per package. Acid Free. Brightness 93.

Neenah Neutech: Premium Cotton, 25% cotton fiber content, wove finish, white, parent sheets, unwatermarked or watermarked, sealed 500 sheets per package. Acid Free. Brightness 93-98.

Neenah Royal Cotton: Premium Cotton, 25% cotton fiber content, cockle and smooth finishes, white, cut and parent sheets, watermarked, 30% PCW, sealed 500 sheets per package. Acid Free. Brightness 96.

**Neenah Astrobrights:** Cut Sheets shall be various bright colors, long grain, carton packed and ream wrapped in moisture proof paper. Acid free.

**Springhill Opaque:** No. 2 Opaque - Recycled Uncoated book and cover. Various basis weights. Cut sheets and Parent Sheet sizes. Parent sheet sizes carton or skid packed (skids to be ream marked). Brightness of 86-89 and opacity of 92-96. Available in white and colors, smooth and vellum finish. Includes Bristol Cover stock, cut, white.

**Accent Opaque:** Text and Cover. Cut and parent sheets; white, cut sheets long grain, carton packed and ream wrapped in moisture proof paper, primarily smooth finish, brightness of 96, acid Free.

**Finch Opaque:** Uncoated text. Premium opaque, smooth finish, bright white. Acid Free Parent Sheets. Unsealed in cartons. Smooth finish. Primary user is University of Kansas Medical Center. Brightness 96.

**Accent Opaque:** Cover; digital cut. Premium opaque, smooth finish, white. Acid Free Sealed in Packages.. Brightness 98. 10% Post Consumer Fiber.

**Williamsburg Offset:** #1 Offset, Uncoated book, smooth finish, white. Acid Free Various basis weights, cut sheets and parent sheets in press ready skids packed, brightness 92. Primary user of the press ready skids will be State Printer, Topeka.

**Williamsburg Offset:** #1 Offset, Uncoated book, smooth finish, white. Acid Free Various basis weights, cut sheets and parent sheets in press ready skids packed, brightness 92. Primary user of the press ready skids will be State Printer, Topeka.

**New Page Fortune:** Coated offset book and cover; white, finishes in gloss and matte as specified. No. 3. Parent Sheets. Unsealed in cartons or Skid Packed as indicated. Brightness 88. 10% post consumer fiber content. Various basis weights.

**Jefferson Spirit:** Coated offset book and cover; white, finishes in gloss and velvet as specified. No. 1 grade. Parent Sheets. Packaged or Skid Packed as indicated. Brightness 91. Basis Weight as indicated. Primary User is State Printer in Topeka.

**New Page Futura:** No. 1 Coated book and cover, digital cut., gloss and dull finishes, white. Sealed in cartons Acid Free. Brightness 96.

**Endurance:** Coated Book and cover, digital cut., gloss and silk finishes, white. Sealed in Packages.. Brightness 91.

**Mohawk Kromekote or Equal:** Cast Coated Cover: Recycled White or Blue White color. Various weights. Cut sheets (long grain, carton packed and ream wrapped in moisture proof paper) and Parent sheet sizes, carton packed.

**IP Carolina:** Coated One Side Cover: Blue White. Cut sheets (long grain, carton packed and ream wrapped in moisture proof paper) and Parent sheet sizes, carton packed. Brightness 94.
**Newsprint - Recycled:** 30 lb. basis weight, white. Brightness of 52-60. Rolls in 40" diameter, width of 13.75" to 35", wound on 3" diameter non-returnable cores. Deliver flat. Truckloads or skids only; State Division of Printing is the only user of the group. Tembec or Equal.

**No. 3 Opaque Offset, Rolls:** 35 lb. Basis weight, acid free, ground wood free, white. Brightness of 82-85 and opacity of 85-91. 40" diameter, width from 12.5" to 35", on 3" non-returnable cores. Truckloads or skids only; Division of Printing is the only user of the group.” Boise Cascade or Equal.

**Commodity Offset, Rolls:** 50# basis weight, white. Brightness of 78-80 and opacity of 89-90. 40" diameter, 12.5" width or wider, wound on 3" diameter non-returnable cores. Smooth finish. Truckloads or skids only; State Division of Printing is the only user of the group.”. GP Spectrum or Equal.

**Carbonless for copiers:** Digital, for laser printer or high speed copiers; pre-collated; reverse. 92 bright base stock.

**Carbonless Bond - chemical transfer, long grain** Cut sizes and parent sheets; cut sheets to be ream-wrapped in moisture proof paper (500 sheets to a package), ground wood free, black image. To be available in white & manufacturer's standard colors. Basis weights and coatings as indicated. Precollated sets to be in straight or reverse sequence (as indicated) and manufactured with the top ply coated back (CB), the internal ply(s) coated both front and back (CFB), and the last ply to be coated on the front (CF).

**Envelopes, Coin and Catalog, Brown Kraft:**
- a. Coin, brown kraft, unglazed, 20 lb., open-end style, center seams, gummed flaps;
- b. commercial, brown kraft, unglazed, 20 lb., diagonal seams;
- c. brown kraft, unglazed, 28 lb., OPEN-END STYLE, center seams, gummed flaps (except where noted), with or without metal clasp as indicated. (When packed envelopes without clasps have flaps folded; envelopes with clasps have flaps extended).

**Envelopes, Brown Kraft or White Wove with Peel N Seal Adhesive:** , 28 lb. Unglazed Kraft, and white wove, open-end style, center seams, flaps with Peel N Seal adhesive for one-time use.

**Envelopes, Coin and Catalog, White Wove:** Envelopes, white woven, , 24 lb., open-end style, center seams or side seams, gummed flaps, flaps folded.

**Envelopes, White Wove Commercial Style:** Envelopes, No. 1 white wove, 24 lb., commercial style with diagonal seams and rounded flaps with clear poly window - size 1 1/8” x 4 1/2”, Number 10 envelope window shall be positioned 7/8” from left side and minimum 5/8” from the bottom; all other windows positioned ½” from the bottom.

**Envelopes, White Wove Commercial Style – Die Cut Flaps:** Envelopes, No. 1 white wove, 24 lb, commercial style, diagonal seams, rounded die-cut flap. Window to be clear poly, size 1 1/8” x 4 1/2", positioned 7/8” from left side and minimum 5/8” from bottom. Envelopes will be used by state agencies with older mail inserter equipment.

**Envelopes, A-Style Announcement:** Envelopes, No. 1 white and natural, 24 lb, Square Flap. KUMC is using agency. See also Domtar Cougar group for additional contract items.
**Envelopes, Catalog Tyvek:** Envelopes, non-tearing, light weight, open-end, 14 lb., weather resistant, latex adhesive. For use of foreign mail and high-bulk mailing. “Tyvek” or equivalent.

**Exhibit B**

State & Regent Printers Major Users

<table>
<thead>
<tr>
<th>State Division of Printing</th>
<th>Hutchinson Correctional Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTN: Steve Lindsey</td>
<td>ATTN: Linda Kelly</td>
</tr>
<tr>
<td>201 NW MacVicar</td>
<td>P.O. Box 1568</td>
</tr>
<tr>
<td>Topeka, KS 66606</td>
<td>Hutchinson, KS 67504</td>
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<table>
<thead>
<tr>
<th>Fort Hays State University</th>
<th>Department of Transportation</th>
</tr>
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<tbody>
<tr>
<td>ATTN: John Allen</td>
<td>Attn:</td>
</tr>
<tr>
<td>600 Park Street</td>
<td>700 SW Harrison, 7th Floor</td>
</tr>
<tr>
<td>Hays, KS 67601</td>
<td>Topeka, KS 66612-1568</td>
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<tr>
<th>University of Kansas Medical Center</th>
<th>University of Kansas School of Medicine</th>
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<tbody>
<tr>
<td>ATTN: Matt Doughty</td>
<td>Attn: Lyle Brown, Printing Services</td>
</tr>
<tr>
<td>3901 Rainbow Boulevard</td>
<td>1010 North Kansas</td>
</tr>
<tr>
<td>Kansas City, KS 66160</td>
<td>Wichita, KS 67214-3199</td>
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<tr>
<th>Kansas State University</th>
<th>Department of Wildlife and Parks</th>
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<tr>
<td>ATTN:</td>
<td>ATTN: Gail McAdoo</td>
</tr>
<tr>
<td>Printing Service</td>
<td>RR 2 Box 54A</td>
</tr>
<tr>
<td>Manhattan, KS 66506</td>
<td>Pratt, KS 67124</td>
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<table>
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<tr>
<th>Pittsburg State University</th>
<th>Wichita State University</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTN: Jason Kermashek</td>
<td>ATTN: Ellen Abbey</td>
</tr>
<tr>
<td>1701 S Broadway</td>
<td>1845 Fairmont</td>
</tr>
<tr>
<td>Pittsburg, KS 66762</td>
<td>Wichita, KS 67260</td>
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</table>
3. Costing Sheet

http://admin.ks.gov/offices/procurement-and-contracts/additional-files-for-procurement-contracts/
EVT0005203
4. Contractual Provisions Attachment
DA-146a Rev. 06/12

4.1. Terms Herein Controlling Provisions
It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

4.2. Kansas Law and Venue
This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4.3. Termination Due To Lack Of Funding Appropriation
If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4.4. Disclaimer Of Liability
No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

4.5. Anti-Discrimination Clause
The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase ""equal opportunity employer""; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or
whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

4.6. **Acceptance Of Contract**
This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4.7. **Arbitration, Damages, Warranties**
Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

4.8. **Representative’s Authority To Contract**
By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

4.9. **Responsibility For Taxes**
The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

4.10. **Insurance**
The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a “self-insurance” fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

4.11. **Information**
No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

4.12. **The Eleventh Amendment**
"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

4.13. **Campaign Contributions / Lobbying**
Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to Procurement and Contracts on August 18, 2017 in response to Bid Event Number EVT0005203.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish Papers (Copy/Offse/Carbonless) for Statewide on order of the Agency at the price or prices contained herein.

This contract is entered into this 28th day of August, 2017 by and between the State of Kansas and WESTERN STATES ENVELOPE CO, BUTLER, WI.

Contractor: WESTERN STATES ENVELOPE CO

State of Kansas

By: ________________________________ By: ________________________________

TRACY T. DIEL
DIRECTOR OF PURCHASES

Printed Name: ________________________________

Title: ________________________________