



Office of Procurement and Contracts
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Topeka, KS 66612

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<https://admin.ks.gov/offices/procurement-contracts>

Adam Proffitt, Acting Secretary
Todd Herman, Director

Laura Kelly, Governor

CONTRACT AWARD

Date of Award: March 6, 2023

Contract ID: 0000000000000000000053473

Event ID: EVT0008789

Replace Contract: 43577, 43578

WSU Procurement Officer: Robby Murray
Telephone: 316-978-5185
E-Mail Address: robby.murray@wichita.edu

Item: Paper (Copy/Offset/Carbonless/Envelopes)

Agency/Business Unit: Kansas Department of Administration

Period of Contract: March 6, 2023 through March 30, 2028

Contractor: Veritiv Operating Company
1000 Abernathy Road Bldg. 400 Ste 1700 .
Atlanta, GA 30328-5614

Vendor ID: Mark Huddlestun
NA

Vendor Refresh:

It is the intent of the State of Kansas to allow for re-release of a Request for Proposal on a periodic basis in order to "refresh" the pool of vendors providing services for bid under this contract. This will allow for a more comprehensive, up-to-date pool of available vendors to meet the needs of the State of Kansas agencies using this contract. A Request for Proposal may be re-released, at the State's discretion, throughout the contract period, including subsequent contract renewal periods.

Payment Terms: Net 30
Political Subdivisions: Pricing is 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/>

How to use this contract:

Due to the volatility of paper market and the constant increase in prices, the following instructions are to obtain current paper prices prior to submitting a Purchase Order. Orders cannot be placed online.

The prices listed in this contract are base-line prices only, set to establish the percentage off list price. The product list is for reference only. Before placing an order, agencies must go to the weblink below to obtain current pricing as it will change continuously. This product list can be expanded or contracted by the vendor based on product availability.

To get current Pricing and Purchase Paper through Veritiv

1. Go to Veritiv website and find the product(s) you need by entering product number contained in the contract attachment **or** searching the list provided on the website.
2. Click on: [Veritiv E-Commerce: Login \(veritivcorp.com\)](https://www.veritivcorp.com) (*website link here*)
3. Username: procurement@ks.gov
4. Password: **Kansas2023**
This password is used by the entire state in order to receive discount you must enter this password, please be sure to not change password.
5. Take a screen shot of the price(s) for the products you are requisitioning.
6. Save the screen shot to attach to your Requisition/PO.
7. You must Enter your requisition/PO on the same day that you get your prices from the website. Do not delay

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:

1.9. Mandatory Provisions

1.43. 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 esssssssssssssss-9 (l)3.812.2 (Pe.1 (t6.3 con4l8 (ubde F)- T5-1ee9 .2 (es))157-8D313ivb-8 (l)-1.1b-8 (l)-1.1 (l)-1d a sm3er tot t alon4 ubdo12.1 (l13.1 (i)-8

1.57. 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.

1.58. 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.

1.59. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all other agreements, written or oral, between the parties. This contract shall be governed by the laws of the State of Kansas. The parties agree to resolve any disputes arising out of this contract through arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in the State of Kansas. The arbitrator's decision shall be final and binding on the parties. The parties agree to indemnify and hold each other harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or from this contract, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the indemnifying party. The indemnification shall not apply to claims, damages, losses, and expenses caused by the gross negligence or willful or wanton misconduct of the indemnified party. The indemnification shall not apply to claims, damages, losses, and expenses caused by the gross negligence or willful or wanton misconduct of the indemnified party. The indemnification shall not apply to claims, damages, losses, and expenses caused by the gross negligence or willful or wanton misconduct of the indemnified party.

2. Specifications

The State of Kansas is awarding this contract to provide Paper(Offset/copy/Carbonless/envelopes) and services per the attached specifications in order to establish a statewide use contract for all state agencies in Kansas.

- 2.1. Bidders are advised that due to high volatility of paper goods pricing in today's market that bidders MUST establish a website which lists the current prices of paper goods listed in this bid specification. Awarded Contractor(s) shall be required to do the following:
- a. Keep prices website up to date for use by State Print Office when ordering. Prices on website at the time of order shall be the price invoiced to the agency.
 - b. Login to the website shall not require a Username or Password, this is required for easy use by

3. Paper Types currently ordered under existing contracts; these types shall also be requested for future contracts.

3.1. Copy Papers

a.Premium No. 4 Bond – Virgin includes 20 lb. and 24 lb. basis weight in various cut sheet sizes.

Brightness of 92 and opacity of 86-88. White. Available in three (3) hole drilled, standard 5/16" holes-a-6../ 9 B16" nando

- 3.11. **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 91.1 (C)02 Tc 0.4 and

3.27. Envelopes, Coin and Catalog, Brown Kraft:
a.

5. Contractual Provisions Attachment

DA-146a Rev. 07/19

5.1. Important

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 6th day of March, 2023.

5.2. 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.

5.3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, ac(s)-811K(c0.004 Tc -0o13.2 (o -1.157 TD[a-12.3 (t) (or)-6.3 (c)-8.1 (ou4 (por)--128 (onf)-10041 (he t (onf)-10ueTJ(t)-

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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 January 4, 2023, in response to Bid Event Number EVT0008789.

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