

**State of Vermont**

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

**CONTRACT**



**Vendor ID 0000010653**  
**Unisource Worldwide Inc**  
**100 Helmsford Way**  
**Windsor CT 060950740**  
**USA**

<b>Contract ID</b> 000000000000000000020726		Page 1 of 7
<b>Contract Dates</b> 12/01/2011 to 12/01/2012		<b>Origin</b> CP
<b>Description:</b> CP-CARBONLESS BOND SETS		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

1	10047	COVER & INDEX	RM	0.01000	0.00	0.00
---	-------	---------------	----	---------	------	------

20# BOND TEXT (VARIOUS COLORS) HIGH SPEED XEROGRAPHIC FOR COPIERS AND OFFSET DUPLICATING, SUB 20, LONG GRAIN, 500 SHEETS/REAM, 30% RECYCLED CONTENT, 30% POST CONSUMER CONTENT, MANUFACTURER: BOISE, STOCK: FORE MP

8.5 X 11: COST PER REAM FOR MINIMUM ORDER OF 5 PALLETS: \$3.72

8.5 X 14: COST PER REAM FOR MINIMUM ORDER OF 5 PALLETS: \$5.02

11 X 17: COST PER REAM FOR MINIMUM ORDER OF 5 PALLETS: \$7.90

2	10048	COVER & INDEX	RM	0.01000	0.00	0.00
---	-------	---------------	----	---------	------	------

60# BOND TEXT (VARIOUS COLORS) HIGH SPEED XEROGRAPHIC FOR COPIERS AND OFFSET DUPLICATING, SUB 60, LONG GRAIN, 500 SHEET/REAM. RECYCLED CONTENT 30% - POST CONSUMER CONTENT 30%, MANUFACTURER: BOISE, STOCK FORE MP SPRINGHILL

8.5 X 11: COST PER REAM, FOR MINIMUM ORDER OF 5 PALLETS: \$4.47

8.5 X 14: COST PER REAM, FOR MNIMUM ORDER OF 5 PALLETS: \$6.03

11 X 17: COST PER REAM, FOR MINIMUM ORDER OF 5 PALLETS: \$9.48

3		ENVELOPES	T	25.64000	0.00	0.00
---	--	-----------	---	----------	------	------

INDUSTRY STANDARD #6 WINDOW: 5.75" X 8 7/8", WEIGHT 24# WHITE WOVEN, 30% POST CONSUMER CONTENT, PRINT MASTER

COST PER THOUSAND FOR MINIMUM ORDER OF 72 CARTONS: \$25.64

4	4102	CARBONLESS BOND SETS,	T	20.90000	0.00	0.00
---	------	-----------------------	---	----------	------	------

2 PART, 8-1/2 X 11, 20 LB REVERSE-SEQ A SUPERIOR PRE-COLLATED NCR BOND VIRGIN - APPLETON SUPERIOR

COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$20.90

5	4104	CARBONLESS BOND SETS,	T	41.38000	0.00	0.00
---	------	-----------------------	---	----------	------	------

2 PART, 11 X 17, 20 LB REVERSE SEQ A SUPERIOR PRE-COLLATED NCR BOND VIRGIN - APPLETON SUPERIOR

COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$41.38

6	4105	CARBONLESS BOND SETS,	T	35.25000	0.00	0.00
---	------	-----------------------	---	----------	------	------

3 PART, 8-1/2 X 11, 20 LB REVERSE SEQ C SUPERIOR PRE-COLLATED NCR BOND VIRGIN - APPLETON SUPERIOR

COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$35.25

7	4106	CARBONLESS BOND SETS,	T	50.25000	0.00	0.00
---	------	-----------------------	---	----------	------	------

4 PART, 8 1/2 X 11, 20 LB REVERSE SEQ D SUPERIOR PRE-COLLATED NCR BOND VIRGIN - APPLETON SUPERIOR

COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$50.25

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

# CONTRACT



**Vendor ID 0000010653**  
**Unisource Worldwide Inc**  
**100 Helmsford Way**  
**Windsor CT 060950740**  
**USA**

<b>Contract ID</b> 000000000000000000020726	<b>Page</b> 2 of 7
<b>Contract Dates</b> 12/01/2011 to 12/01/2012	<b>Origin</b> CP
<b>Description:</b> CP-CARBONLESS BOND SETS	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
8	9792	CARBONLESS BOND SETS,	T	20.90000	0.00	0.00
20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X11, 2-PART PRE-COLLATED, STRAIGHT, 250 SETS/REAM, WHITE CB - CANARY CF, APPLETON SUPERIOR						
COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$20.90						
9	9793	CARBONLESS BOND SETS,	T	20.90000	0.00	0.00
20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X11 2-PART PRE-COLLATED, REVERSE, 250 SETS/REAM, CANARY CF - WHITE CB, APPLETON SUPERIOR						
COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$20.90						
10	9795	CARBONLESS BOND SETS,	T	35.25000	0.00	0.00
20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X11 3-PART PRE-COLLATED, REVERSE, 167 SETS/REAM, PINK CF - CANARY CFB - WHITE CB, APPLETON SUPERIOR						
COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$35.25						
11	9796	CARBONLESS BOND SETS,	T	50.25000	0.00	0.00
20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X11 4-PART PRE-COLLATED, STRAIGHT, 125 SETS/REAM, WHITE CB - CANARY CFB - PINK CFB - GOLD CF, APPLETON SUPERIOR						
COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$50.25						
12	9798	CARBONLESS BOND SETS,	T	64.58000	0.00	0.00
20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X11 5-PART PRE-COLLATED, STRAIGHT, 100 SETS/REAM, WHITE CB - GREEN CFB - CANARY CFB - PINK CFB - GOLD CF, APPLETON SUPERIOR						
COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$64.58						
13	9800	CARBONLESS BOND SETS,	T	26.56000	0.00	0.00
20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X14 2-PART PRE-COLLATED, STRAIGHT, 250 SETS/REAM, WHITE CB - CANARY CF - APPLETON SUPERIOR						
COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$26.56						
14	9801	CARBONLESS BOND SETS,	T	26.56000	0.00	0.00
20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X14 2-PART PRE-COLLATED, REVERSE, 250 SETS/REAM, CANARY CF - WHITE CB, APPLETON SUPERIOR						
COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$26.56						
15	9802	CARBONLESS BOND SETS,	T	44.78000	0.00	0.00
20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X14 3-PART PRE-COLLATED, STRAIGHT, 167 SETS/REAM, WHITE CB - CANARY CFB - PINK CF, APPLETON SUPERIOR						
COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$44.78						

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

# CONTRACT



**Vendor ID 0000010653**  
**Unisource Worldwide Inc**  
**100 Helmsford Way**  
**Windsor CT 060950740**  
**USA**

<b>Contract ID</b> 000000000000000000020726	<b>Page</b> 3 of 7
<b>Contract Dates</b> 12/01/2011 to 12/01/2012	<b>Origin</b> CP
<b>Description:</b> CP-CARBONLESS BOND SETS	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
16	9803	CARBONLESS BOND SETS, 20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X14 3-PART PRE-COLLATED, REVERSE, 167 SETS/REAM, PINK CF - CANARY CFB - WHITE CB, APPLETON SUPERIOR COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$44.78	T	44.78000	0.00	0.00
17	9804	CARBONLESS BOND SETS, 20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X14 4-PART PRE-COLLATED, STRAIGHT, 125 SETS/REAM, WHITE CB - CANARY CFB - PINK CFB - GOLD CF, APPLETON SUPERIOR COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$63.87	T	63.87000	0.00	0.00
18	9805	CARBONLESS BOND SETS, 20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X14 4-PART PRE-COLLATED, REVERSE, 125 SETS/REAM, GOLD CD - PINK CFB - CANARY CFB - WHITE CB, APPLETON SUPERIOR COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$63.87	T	63.87000	0.00	0.00
19	9806	CARBONLESS BOND SETS, 20# BLACK PRINT, FOR OFFSET PRESS APPLICATIONS, 8.5X14 5-PART PRE-COLLATED, STRAIGHT, 100 SETS/REAM, WHITE CB - GREEN CFB - CANARY CFB - PINK CFB - GOLD CF, APPLETON SUPERIOR COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$82.24	T	82.24000	0.00	0.00
20	9807	CARBONLESS BOND SETS, 20# BLACK PRINT, 30% PC CONTENT FOR OFFSET PRESS APPLICATIONS, 8.5X14 5-PART PRE-COLLATED, REVERSE, 100 SETS/REAM, GOLD CF - PINK CFB - CANARY CFB - GREEN CFB - WHITE CB, APPLETON SUPERIOR COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$82.24	T	82.24000	0.00	0.00
21	9816	CARBONLESS BOND SETS, 20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS, 8.5X11 2-PART PRE-COLLATED, STRAIGHT, 250 SETS/REAM, WHITE CB - CANARY CF, APPLETON SUPERIOR COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$20.90	T	20.90000	0.00	0.00
22	9817	CARBONLESS BOND SETS, 20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS , 8.5X11 2-PART PRE-COLLATED, REVERSE, 250 SETS/REAM, CANARY CF - WHITE CB, APPLETON SUPERIOR COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$20.90	T	20.90000	0.00	0.00
23	9818	CARBONLESS BOND SETS, 20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS 8.5X11 3-PART PRE-COLLATED, STRAIGHT, 167 SETS/REAM, WHITE CB - CANARY CFB - PINK CF, APPLETON SUPERIOR COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$35.25	T	35.25000	0.00	0.00

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

# CONTRACT



**Vendor ID 0000010653**  
**Unisource Worldwide Inc**  
**100 Helmsford Way**  
**Windsor CT 060950740**  
**USA**

<b>Contract ID</b> 000000000000000000020726		<b>Page</b> 4 of 7
<b>Contract Dates</b> 12/01/2011 to 12/01/2012		<b>Origin</b> CP
<b>Description:</b> CP-CARBONLESS BOND SETS		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
24	9819	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS 8.5X11 3-PART PRE-COLLATED, REVERSE, 167 SETS/REAM, PINK CF - CANARY CFB - WHITE CB, APPLETON SUPERIOR  COST PER THOUSAND MINIMUM ORDER OF 21 PALLETS: \$35.25	T	35.25000	0.00	0.00
25	9820	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS , 8.5X11 4-PART PRE-COLLATED, STRAIGHT, 125 SETS/REAM, WHITE CB - CANARY CFB - PINK CFB - GOLD CF, APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$50.25	T	50.25000	0.00	0.00
26	9821	CARBONLESS BOND SETS,  20#, BLACK PRINT, FOR DIGITAL./LASER COPIER/PRINTER APPLICATIONS , 8.5x11 4-PART PRE-COLLATED, REVERSE, 125 SETS/REAM, GOLD CD - PINK CFB - CANARY CFB WHITE CB, APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$50.25	T	50.25000	0.00	0.00
27	9822	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS , 8.5x11 5-PART PRE-COLLATED, STRAIGHT, 100 SETS/REAM, WHITE CB - GREEN CFB - CANARY CFB - PINK CFB - GOLD CF, APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$64.58	T	64.58000	0.00	0.00
28	9823	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS , 8.5x11 5-PART PRE-COLLATED, REVERSE, 100 SETS/REAM, GOLD CF - PINK CFB - CANARY CFB - GREEN CFB - WHITE CB, APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$64.58	T	64.58000	0.00	0.00
29	9824	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATONS , 8.5x14 2-PART PRE-COLLATED, STRAIGHT, 250 SETS/REAM WHITE CB - CANARY CF, APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$26.56	T	26.56000	0.00	0.00
30	9825	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS , 8.5x14 2-PART PRE-COLLATED, REVERSE, 250 SETS/REAM, CANARY CF - WHITE CB, APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$26.56	T	26.56000	0.00	0.00
31	9826	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS , 8.5x14 3-PART PRECOLLATED, STRAIGHT, 167 SETS/REAM, WHITE CB - CANARY CFT - PINK CF, APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$44.78	T	44.78000	0.00	0.00

**State of Vermont**

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

**CONTRACT**



**Vendor ID 0000010653**  
**Unisource Worldwide Inc**  
**100 Helmsford Way**  
**Windsor CT 060950740**  
**USA**

<b>Contract ID</b> 0000000000000000000020726		<b>Page</b> 5 of 7
<b>Contract Dates</b> 12/01/2011 to 12/01/2012		<b>Origin</b> CP
<b>Description:</b> CP-CARBONLESS BOND SETS		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
32	9827	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS, 8.5x14 3-PART PRE-COLLATED, REVERSE, 167 SETS/REAM, PINK CF - CANARY CFB - WHITE CB, APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$44.78	T	44.78000	0.00	0.00
33	9829	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS, 8.5x14 4-PART PRE-COLLATED, REVERSE, 125 SETS/REAM, GOLD CD - PINK CFB - CANARY CFB - WHITE CB, APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$63.87	T	63.87000	0.00	0.00
34	9831	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS , 8.5 X14 5-PART PRECOLLATED, REVERSE, 100 SETS/REAM, GOLD CF - PINK CFB - CANARY CFB - GREEN CFB - WHITE CB, APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$82.24	T	82.24000	0.00	0.00
35	9828	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATION, 8.5" X 14", 4-PART PRE-COLLATED, STRAIGHT, 125 SETS/REAM, WHITE CB - CANARY CFB - GOLD CF - APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALETS: \$63.87	T	63.87000	0.00	0.00
36	9830	CARBONLESS BOND SETS,  20# BLACK PRINT, FOR DIGITAL/LASER COPIER/PRINTER APPLICATIONS, 8.5X14 4-PART PRE-COLLATED, STRAIGHT, 100 SETS/REAM, WHITE CB - GREEN CFB - CANARY CFB - PINK CFB - GOLD CF, APPLETON SUPERIOR  COST PER THOUSAND FOR MINIMUM ORDER OF 21 PALLETS: \$63.87	T	63.87000	0.00	0.00
37		COVER AND BOOK PAPER  ANY OTHER COVER AND BOOK PAPER REQUESTED BY ANY AGENCY OF TE STATE OF VERMONT OR PRINT SUPPLIER UNDER CONTRACT WITH THE STATE OF VERMONT FOR MARKETING MATERIALS.	T	0.01000	0.00	0.00

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

FOR PAPER PURCHASED BY THE STATE OF VERMONT DURING EACH CALENDAR YEAR, A VOLUME REBATE IS GIVEN AND IS TO BE CALCULATED AS FOLLOWS:

- \* 1.00% (RETROACTIVE TO FIRST DOLLAR) IF THE YEARLY TOTAL SALES REACHES \$1 MILLION IN TOTAL SALES
- \* 1.25% (RETROACTIVE TO FIRST DOLLAR) IF THE YEARLY TOTAL SALES REACHES \$1.5 MILLION IN TOTAL SALES
- \* 1.50% (RETROACTIVE TO FIRST DOLLAR) IF THE YEARLY TOTAL SALES REACHES \$2 MILLION IN TOTAL SALES
- \* A HIGHER REBATE WILL BE DISCUSSED IF THE YEARLY TOTAL SALES EXCEEDS \$2 MILLION IN TOTAL SALES.

IT IS UNDERSTOOD THAT THE YEARLY TOTAL SALES IS THE TOTAL AMOUNT OF ANNUAL PURCHASES BEFORE ANY REDUCTIONS AND/OR DISCOUNTS GRANTED TO THE STATE OF VERMONT. ALL PAPER PURCHASE CARRIED OUT BY ANY ENTITY OF THE STATE OF VERMONT OR PRINT SUPPLIER UNDER CONTRACT WITH THE STATE OF VERMONT ARE TO BE TAKEN INTO ACCOUNT WHEN CALCULATING THE VOLUME OF ANNUAL BUSINESS VOLUME.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

# CONTRACT



**Vendor ID 0000010653**  
**Unisource Worldwide Inc**  
**100 Helmsford Way**  
**Windsor CT 060950740**  
**USA**

<b>Contract ID</b> 00000000000000000020726	<b>Page</b> 6 of 7	
<b>Contract Dates</b> 12/01/2011 to 12/01/2012	<b>Origin</b> CP	
<b>Description:</b> CP-CARBONLESS BOND SETS	<b>Contract Maximum</b> \$999,999.99	
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR FINE PAPERS, CARBONLESS BOND SETS AND ENVELOPES ISSUED JULY 6, 2011 AND VENDOR'S RESPONSE DATED JULY 28, 2011.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE CARBONLESS BOND SETS, COVER AND INDEX AND ENVELOPES TO LOCATIONS THROUGHOUT THE STATE OF VERMONT ON AN AS NEEDED BASIS.

CONTRACT TERM: DECEMBER 1, 2011 TO DECEMBER 1, 2012 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. PRICES WILL REMAIN FIRM FOR THE FIRST SIX MONTHS OF THE CONTRACT UNTIL JUNE 1, 2012 WITH PRICE CHANGES THEREAFTER SUBJECT TO SEVERAL KEY PARAMETERS:

MILL PRICE CHANGE ANNOUNCEMENTS FROM AT LEAST TWO MAJOR MANUFACTURERS OF THE PRODUCT IN QUESTION, INCLUDING THE MILL CURRENTLY SUPPLYING THE PRODUCT IN QUESTION.

MOVEMENT IN THE CORRESPONDING RISI INDEX FOR THE PRODUCT IN QUESTION, PROVIDING OBJECTIVE SUPPORTING EVIDENCE THAT SUCH ANNOUNCED PRICE CHANGES WERE ACTUALLY IMPLEMENTED IN THE MARKETPLACE.

DOCUMENTED EFFORTS ALTERNATIVE OPTIONS HAVE BEEN SOUGHT BY THE MERCHANT SUPPLIER IN AN EFFORT TO AVOID ANY SUCH PRICE INCREASES. A PRICE CHECK MUST BE CARRIED OUT BY THE MERCHANT AS A NORMAL DUE DILIGENCE BEFORE IMPLEMENTING ANY SUCH INCREASE.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

OPTION FOR CONTRACT EXPANSION: IN THE EVENT THAT PRODUCT SPECIFICATIONS CONTAINED WITHIN THE RFP AND ANY SUBSEQUENT CONTRACTS AWARDED DO NOT MEET THE NEEDS OF THE STATE WITHIN THE 12-MONTH AWARD PERIOD, THE STATE RESERVES THE RIGHT TO EXPAND PRODUCT SCOPE WITHIN THE PRODUCT CATEGORIES OF THIS CURRENT RFP.

SERVICE: VENDOR TO HAVE AN AREA REPRESENTATIVE AVAILABLE TO MEET WITH USERS ON DEMAND IF PROBLEMS SHOULD ARISE WITH PRODUCT USE.

PAPER GUARANTEE: VENDOR AGREES TO SUPPLY ALL PAPER NEEDED BY THE GOVERNMENT BUSINESS SERVICE PRINT SHOP AND THE VERMONT OFFENDERS WORK PROGRAM AND ANY OTHER STATE AGENCY USING THIS CONTRACT PER THE TERMS OF THE RFP.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

# CONTRACT



**Vendor ID 0000010653**  
**Unisource Worldwide Inc**  
**100 Helmsford Way**  
**Windsor CT 060950740**  
**USA**

<b>Contract ID</b> 000000000000000000020726	<b>Page</b> 7 of 7
<b>Contract Dates</b> 12/01/2011 to 12/01/2012	<b>Origin</b> CP
<b>Description:</b> CP-CARBONLESS BOND SETS	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT. EITHER PARTY MAY CANCEL WITHOUT CAUSE, ON 90 DAY WRITTEN NOTICE TO THE OTHER.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT MONTHLY PRODUCT SALES REPORT TO THE PURCHASING AGENT BY THE 10TH OF EACH MONTHLY OUTLINING THE PREVIOUS MONTH'S PURCHASES. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VENDOR CONTACT INFORMATION: CHRISTOPHER DINARDO  
TELEPHONE NUMBER: 707-542-6133  
FAX NUMBER: 707-542-6133  
EMAIL ADDRESS: cdinardo@graphiccommunications.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
LINDA WORTMAN, PURCHASING AGENT  
TELEPHONE NUMBER: 802-828-5684  
FAX NUMBER: 802-828-1075  
EMAIL: linda.wortman@state.vt.us

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

## ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the



responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a

copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

**10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

**12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(End of Standard Provisions)

**State of Vermont**  
**ATTACHMENT D: Commodity Purchases Terms and Conditions**

1. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
2. **Responses:** Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.
3. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
4. **Taxes:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
5. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
6. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.
7. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
8. **Method of Award:** Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.
9. **Default:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
10. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.
11. **Delivery:** Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
12. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
14. **Amendments:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
15. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
16. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.