

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
 State Procurement Bureau  
 165 Mitchell Building  
 PO Box 200135  
 Helena, MT 59620-0135  
 Phone: (406) 444-2575 Fax: (406) 444-2529  
 TTY Users-Dial 711  
<http://sfsd.mt.gov/>

**T.C. #: SPB18-0079J**

**Title: STANDARD PRINTED ENVELOPES**

**This is an EXCLUSIVE contract.**

CONTRACT TERM	FROM	August 6, 2018	CONTRACT STATUS	NEW (XX)
	TO	June 30, 2019		RENEW ( )
VENDOR ADDRESS	Allied Envelope Printing and Graphics 1515 West College Spokane WA 99201		ORDER ADDRESS	<b>See Remarks section below for ordering instructions.</b>
ATTN:	Steve Maresh		ATTN:	
PHONE:	1-800-497-8240		PHONE:	
E-MAIL:	smaresh@allied-envelope.com		E-MAIL:	

PRICES: Per Contract  
 DELIVERY: Per Contract  
 F.O.B.: Per Contract  
 TERMS: Per Contract

REMARKS: **Do not** submit envelope orders to the Contractor noted above. Orders for printed envelopes listed in this contract are to be ordered through State Print & Mail using their envelope order form. The envelope order form is located on State Print & Mail's website, under Order Forms. <http://gsd.mt.gov/printandmail>

**STANDARD PRINTED ENVELOPES**  
**TERM CONTRACT NO.: SPB18-0079J**

**THIS CONTRACT** is entered into by and between the State of Montana, Department of Administration, General Services Division, State Print & Mail (STATE), whose address and phone number are 1698 A Street, PO Box 200132, Helena MT 59620-0132 and (406) 444-3053 and Allied Envelope Printing and Graphics, (CONTRACTOR), whose address and phone number are 1515 West College, Spokane WA 99201 and 1-800-497-8240.

**1. EFFECTIVE DATE, DURATION, AND RENEWAL**

**1.1 Contract Term.** The Contract's initial term is upon contract execution through June 30, 2019, unless terminated earlier as provided in this Contract. In no event is this Contract binding on the State unless the State's authorized representative has signed it. Neither the legal counsel signature approving legal content of the Contract nor the procurement officer signature approving the form of the Contract constitutes an authorized signature.

**1.2 Contract Renewal.** The State may renew this Contract under its then-existing terms and conditions in one-year intervals, or any interval that is advantageous to the State, subject to potential cost adjustments described below in Section 2. This Contract, including any renewals, may not exceed a total of three years.

**2. COST ADJUSTMENTS**

**Cost Adjustment by Mutual Agreement.** After the Contract's initial term and if the State agrees to a renewal, the parties may agree upon a cost adjustment. The State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

**3. SERVICES AND/OR SUPPLIES/PRICING**

Contractor shall provide the State with the following standard printed envelopes and pricing.

**WHITE WOVE ENVELOPES – #9 & #10 Plain and Window**

Envelopes printed one side, one color (black or reflex blue), 24# **recycled** white wove, standard commercial construction with diagonal seams and laser printer compatible. Window envelopes shall be recyclable glassine material or equal.

**Standard White Wove Envelopes #9**

<u>40/M</u>	<u>50/M</u>	<u>75/M</u>	<u>100/M</u>	<u>150/M</u>	<u>200/M</u>	<u>250/M</u>
\$23.28	\$22.95	\$22.25	\$20.60	\$20.50	\$19.95	\$19.45

**Standard White Wove Envelopes #10**

<u>40/M</u>	<u>50/M</u>	<u>75/M</u>	<u>100/M</u>	<u>150/M</u>	<u>200/M</u>	<u>250/M</u>
\$23.28	\$22.95	\$22.25	\$20.60	\$20.50	\$19.95	\$19.45

**Standard Glassine Window Envelopes #10**

<u>40/M</u>	<u>50/M</u>	<u>75/M</u>	<u>100/M</u>	<u>150/M</u>	<u>200/M</u>	<u>250/M</u>
\$25.68	\$25.39	\$24.57	\$23.48	\$23.40	\$22.75	\$22.20

**SECURITY TINT ENVELOPES – #10 Plain and Window**

24# white wove, commercial style, diagonal seams with inside security tint (black). Poly window shall be standard size, located 7/8" from left edge and 1/2" from bottom edge.

**#10 Plain Envelopes with Security Tint**

<u>40/M</u>	<u>50/M</u>	<u>75/M</u>	<u>100/M</u>	<u>150/M</u>	<u>200/M</u>	<u>250/M</u>
\$24.27	\$23.58	\$23.06	\$22.00	\$21.60	\$21.47	\$21.25

**#10 Window Envelopes with Security Tint**

<u>40/M</u>	<u>50/M</u>	<u>75/M</u>	<u>100/M</u>	<u>150/M</u>	<u>200/M</u>	<u>250/M</u>
\$27.20	\$26.48	\$25.90	\$24.75	\$24.30	\$24.15	\$23.90

**Standard White Wove Envelopes #11**

(NOTE: #11 envelopes may use standard 24# white wove non-recycled material.)

<u>40/M</u>	<u>50/M</u>	<u>75/M</u>	<u>100/M</u>	<u>150/M</u>	<u>200/M</u>	<u>250/M</u>
\$36.85	\$35.88	\$34.04	\$33.14	\$32.17	\$31.46	\$30.91

**Standard Glassine Window White Envelopes #11**

(NOTE: #11 envelopes may use standard 24# white wove non-recycled material.)

<u>40/M</u>	<u>50/M</u>	<u>75/M</u>	<u>100/M</u>	<u>150/M</u>	<u>200/M</u>	<u>250/M</u>
\$41.88	\$40.75	\$38.75	\$37.70	\$36.63	\$35.86	\$35.20

**Standard 28# White Wove Booklet Style Envelope, Gummed Flap – 9" x 12"**

<u>500</u>	<u>1M</u>	<u>2M</u>	<u>2.5M</u>	<u>5M</u>	<u>10M</u>	<u>15M</u>	<u>25M</u>	<u>30/M &amp; UP</u>
\$63.50	\$110.75	\$110.75	\$104.20	\$83.05	\$74.50	\$71.40	\$67.75	\$65.80

**OPEN END MANILA ENVELOPES**

Printed one side, one color (black ink), sub wt. 28# manila with dry gum flap. Bids shall be submitted in price per thousand except the 500 quantity which will be the actual lot price for 500.

**Size – 6" x 9"**

<u>500</u>	<u>1M</u>	<u>2M</u>	<u>2.5M</u>	<u>3M</u>	<u>5M</u>	<u>10M</u>	<u>25M &amp; UP</u>
\$70.00	\$103.57	\$99.06	\$98.00	\$91.14	\$79.65	\$68.86	\$59.82

**Size – 6.5" x 9.5"**

<u>500</u>	<u>1M</u>	<u>2M</u>	<u>2.5M</u>	<u>3M</u>	<u>5M</u>	<u>10M</u>	<u>25M &amp; UP</u>
\$70.00	\$107.77	\$103.08	\$101.80	\$94.84	\$79.65	\$68.86	\$59.82

**Size – 7.5" x 10.5"**

<u>500</u>	<u>1M</u>	<u>2M</u>	<u>2.5M</u>	<u>3M</u>	<u>5M</u>	<u>10M</u>	<u>25M &amp; UP</u>
\$75.00	\$122.22	\$116.91	\$114.80	\$107.56	\$88.12	\$77.03	\$68.74

**Size – 9” x 12”**

<u>500</u>	<u>1M</u>	<u>2M</u>	<u>2.5M</u>	<u>3M</u>	<u>5M</u>	<u>10M</u>	<u>25M &amp; UP</u>
\$90.00	\$146.91	\$140.53	\$132.50	\$121.06	\$101.25	\$89.69	\$80.55

**Size – 9.5” x 12.5”**

<u>500</u>	<u>1M</u>	<u>2M</u>	<u>2.5M</u>	<u>3M</u>	<u>5M</u>	<u>10M</u>	<u>25M &amp; UP</u>
\$95.00	\$153.57	\$146.89	\$137.90	\$126.40	\$106.05	\$94.32	\$84.87

**Size – 10” x 13”**

<u>500</u>	<u>1M</u>	<u>2M</u>	<u>2.5M</u>	<u>3M</u>	<u>5M</u>	<u>10M</u>	<u>25M &amp; UP</u>
\$100.00	\$157.75	\$150.89	\$140.20	\$128.61	\$108.09	\$96.29	\$87.01

**Size – 10” x 15”**

<u>500</u>	<u>1M</u>	<u>2M</u>	<u>2.5M</u>	<u>3M</u>	<u>5M</u>	<u>10M</u>	<u>25M &amp; UP</u>
\$110.00	\$177.00	\$169.31	\$157.40	\$134.42	\$123.43	\$111.08	\$100.37

**Size – 12” x 15.5”**

<u>500</u>	<u>1M</u>	<u>2M</u>	<u>2.5M</u>	<u>3M</u>	<u>5M</u>	<u>10M</u>	<u>25M &amp; UP</u>
\$145.00	\$237.29	\$226.98	\$211.20	\$182.18	\$171.19	\$160.60	\$141.97

**PANTONE MATCHING SYSTEM (PMS) INK:**

- A. Add to base bid for Pantone Matching System (PMS) ink other than black or reflex blue ink: **\$ 0.00/M**  
 B. Add to base bid for 2<sup>nd</sup> color, PMS ink: **\$ 2.50/M**

**ADDITIONAL COSTS:**

- A. Creative Services: **\$ 0.00/hour**  
 B. Form Creation: **\$ 0.00/page**

**4. ART WORK/SCHEDULE/WORKMANSHIP**

**4.1 File Transfer/Format.** The State shall electronically transmit all necessary art files to the Contractor in PDF format.

**4.2 File Ownership.** All files and materials provided to the Contractor by the State shall remain the State's property. No unauthorized use of the files and materials provided will be permitted. The Contractor shall be liable for all damage or loss to artwork or materials provided while in its possession or control. All negatives and proofs become the State's property.

All artwork and materials provided must be returned to the State within 30 days of completion of the project. These materials shall be packed flat, insured, and sent separate from the printed job at the Contractor's expense to the State.

**4.3 First Class Workmanship.** First class workmanship is required. Proofs must accurately represent content, color and overall appearance as the project would appear on press; print productions requires hairline registration, accurate color consistency and alignment of pages; bindery work requires consistent and accurate folds, assembly, stitching and trimming. Any printing not meeting high-quality standards for registration and consistent ink saturation shall be rejected and vendor will be required to replace rejected booklets within seven calendar days on notice. The ordering agency shall be the final judge of quality.

## **5. DELIVERY**

**5.1 Requested Delivery Date.** Contractor shall deliver all items described in this Contract no later than 21 days after receipt of a Purchase Order (See Attachment A, Purchase Order Example) or proof approval.

**5.2 Delivery Requirements.** Contractor shall ship all print orders prepaid F.O.B. destination unless specified otherwise. Contractor shall pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by the solicitation document. Contractor is responsible for any loss of and/or damage to the orders occurring before receipt of the shipment by State at the delivery point specified in a Purchase Order.

**5.3 Delivery Locations.** Delivery locations include various state agency locations in Montana.

## **6. PROOFREADING**

- ⌚ Upon request of the ordering agency, a proof shall be provided by the Contractor for any item on a Purchase Order that requires **any** amount of art/filework by the Contractor. Corrections are to be made on that proof, **signed** by a representative of the ordering agency and returned marked "O.K." or "O.K. with corrections." If revised proofs are required, the written request for such shall be made at the time the initial proof is returned.
- ⌚ Proofreading is the responsibility of the ordering agency. Contractor is not responsible for errors if the work is printed per the approved proof of the ordering agency **or** if changes are communicated verbally.
- ⌚ Proofreading responsibility is not limited to line or word changes from preprinted original copy but does include **all** copy submitted for that purchase order item.
- ⌚ Contractor is responsible if errors occur on final printed matter, if such errors were not corrected as per ordering agency's individual notations.
- ⌚ Proofs will be a chargeable item if specified in the Contract as a line-item charge.
- ⌚ Color and hardcopy proofs are chargeable items.

## **7. EXCLUSIVE CONTRACT**

The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is considered to be an "Exclusive" use contract and state agencies must obtain the specified product/service from the Contractor, unless the Contract allows otherwise. However, State does not guarantee any minimum usage totals, and it is the individual agency's responsibility to comply with the terms of the Contract.

## **8. TERM CONTRACT REPORTING**

Contractor shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this Contract will be due no later than July 19, 2019.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the Contract and/or justification for removal from consideration for award of contracts by the State.

## **9. COOPERATIVE PURCHASING**

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit.

Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this Contract, the prices, terms, and conditions of this Contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this Contract.

## **10. CONSIDERATION/PAYMENT**

**10.1 Payment Terms and Methods.** All payment terms will be computed from the date of delivery of the printing project OR receipt of a properly executed invoice, whichever is later. State is allowed 30 days to pay such invoices. State will either use a purchasing card to pay for this printing project or Contractor will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**10.2 Invoicing and Reference of Purchase Order.** Contractor shall provide a detailed line item invoice, to include the Purchase Order number, for all printing jobs. Invoices received by State lacking any of the information detailed above will result in payment delays and may be returned to Contractor for correction and resubmission.

**10.3 Additional Charges.** No additional charges will be accepted or paid by State without an itemized notification by Contractor and approval by State prior to production.

**10.4 Assessed Damages for Late Delivery.** State reserves the right to assess damages of one-half of one percent (.5%) per day on the amount of the contract price for failure to make delivery within the time indicated in the Contract. This sum will be deducted from Contractor's payment. No amount will be awarded to Contractor for completion in advance of the time specified under the Contract. Contractor acknowledges this assessment is reasonable and that Contractor has had an opportunity to negotiate the amount.

## **11. ACCESS AND RETENTION OF RECORDS**

**11.1 Access to Records.** Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. State may terminate this Contract under Section 18 without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

**11.2 Retention Period.** Contractor shall create and retain all records supporting the services rendered for a period of eight years after either the completion date of this contract or termination of the Contract.

## **12. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.) Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract.

**13. HOLD HARMLESS/INDEMNIFICATION**

Contractor agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

**14. REQUIRED INSURANCE - COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

**15. COMPLIANCE WITH LAWS**

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**16. DISABILITY ACCOMMODATIONS**

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**17. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

## 18. CONTRACT TERMINATION

**18.1 Termination for Cause with Notice to Cure Requirement.** The State may terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**18.2 Termination for Cause with Notice to Cure Requirement.** Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 90 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**18.3 Reduction of Funding.** The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

## 19. EVENT OF BREACH – REMEDIES

**19.1 Event of Breach by Contractor.** Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- ⌚ products or services furnished fail to conform to any requirement;
- ⌚ failure to submit any report required by this contract;
- ⌚ failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval or breaching Section 24 obligations; or
- ⌚ voluntary or involuntary bankruptcy or receivership.

**19.2 Event of Breach by State.** The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

**19.3 Actions in Event of Breach.** Upon Contractor's material breach, the State may:

- ⌚ terminate this contract under Section 18.1 and pursue any of its remedies under this contract, at law, or in equity; or
- ⌚ treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon the State's material breach, Contractor may:

- ⌚ terminate this contract under Section 18.2 and pursue any of its remedies under this contract, at law, or in equity; or
- ⌚ treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.



## **20. FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays.

A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

## **21. WAIVER OF BREACH**

Either party's failure to enforce any Contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

## **22. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

## **23. LIAISONS AND SERVICE OF NOTICES**

**23.1 Contract Liaisons.** All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. The Contractor shall designate a liaison that will provide the single point of contact for management and coordination of the Contractor's work. All work performed under this Contract must be coordinated between the State's liaison and the Contractor's liaison.

**Kimberley Zanni is the State's liaison.**

1698 A Street  
Helena, MT 59601  
Telephone: (406) 444-3139  
Fax: (406) 449-2019  
E-mail: kizanni@mt.gov

**Steve Maresh is the Contractor's liaison.**

1515 West College  
Spokane WA 99201  
Telephone: 1-800-497-8240  
Fax: (509) 328-9802  
E-mail: smaresh@allied-envelope.com

**23.2 Notifications.** The State's liaison and the Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, email, mail, or facsimile. If notice is provided by personal service, email, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

## **24. MEETINGS**

Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by the Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State.

The State shall provide the Contractor a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired; however, at the Contractor's option and expense, a conference

call meeting may be substituted. The Contractor's consistent failure to participate in problem resolution meetings, the Contractor missing or rescheduling two consecutive meetings, or the Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

**25. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, the Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If the State terminates a project or this Contract for cause, then the State may offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

**26. CHOICE OF LAW AND VENUE**

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

**27. TAX EXEMPTION**

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.I. 111-148, 124 Stat. 119].

**28. PERSONAL PROPERTY TAX**

All personal property taxes will be paid by the Contractor.

**29. AUTHORITY**

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**30. SEVERABILITY**

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

**31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**31.1 Contract.** This Contract consists of 10 numbered pages, Attachment A as required, Solicitation P&M-IFB-2018-0079J, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

**31.2 Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

**32. WAIVER**

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

**33. EXECUTION**

The parties through their authorized agents have executed this Contract on the dates set out below.

**STATE OF MONTANA  
STATE PRINT AND MAIL  
GENERAL SERVICES DIVISION  
DEPARTMENT OF ADMINISTRATION  
1698 A Street, PO Box 200132  
Helena MT 5962-0132**

**ALLIED ENVELOPE PRINTING AND GRAPHICS  
1515 WEST COLLEGE  
SPOKANE WA 99201**

**FEDERAL ID No.: 82-0371996**

BY: DocuSigned by:  
Stephen Baiamonte  
Administrator, General Services Division

DATE: 8/2/2018

BY: DocuSigned by:  
John Lewis  
Department Director, Department of Administration  
(for contracts over \$200,000)

DATE: 8/6/2018

BY: Steve Maresh

(Name/Title)  
DocuSigned by:  
Steve Maresh  
(Signature)

DATE: 8/2/2018

Approved as to Legal Content:

DocuSigned by:  
Michael Manion 8/2/2018  
Legal Counsel (Date)

Approved as to Form:

DocuSigned by:  
Bonny McLabe 8/2/2018  
Procurement Officer (Date)  
State Procurement Bureau

# ATTACHMENT A: PURCHASE ORDER EXAMPLE



## PURCHASE ORDER

ORDER NUMBER	DATE ISSUED
REFERENCE NO.	DATE REQUIRED

ORDERED FROM	DELIVER TO

ISSUED BY	JOB NUMBER	ACCOUNT NUMBER	CONFIRMATION	SHIPPED VIA

ITEM	DESCRIPTION	QUANTITY	COST	UNIT	AMOUNT
TOTAL:					_____

REQUESTED BY	TERMS	METHOD	APPROVED BY	DATE

Original Copy

Page 1 of 1