

**State of Oregon Department of Administrative Services
Publishing & Distribution**

Printed Envelopes Various Sizes and Colors

Price Agreement #3027

PROVIDER

Cenveo Envelope

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This is a "Price Agreement Summary" document placed on the State of Oregon's Vendor Information Program (VIP) system pursuant to the Price Agreement awarded for DAS Publishing & Distribution Invitation to Bid (ITB) # 140-000039-02, for Printed Envelopes.

Some of the numbering sequences included in this document may appear to be out of order since the text for this summary document was taken directly from the Invitation to Bid./awarded Price Agreement.

THIS PRICE AGREEMENT SUMMARY IS FOR INFORMATIONAL PURPOSES ONLY.
IN THE EVENT THAT ANY PART OF THIS SUMMARY CONFLICTS WITH ANY OF THE
TERMS AND CONDITIONS OF THE CONTRACT RESULTING FROM DAS PUBLISHING &
DISTRIBUTION INVITATION TO BID # 140-000039-02, THE TERMS AND
CONDITIONS OF SAID CONTRACT SHALL GOVERN. ALL TERMS AND CONDITIONS AND
SPECIFICATION REQUIREMENTS AS STATED IN DAS PUBLISHING & DISTRIBUTION
INVITATION TO BID # 140-000039-02 APPLY, EVEN THOUGH THEY MAY
NOT BE STATED IN THIS PRICE AGREEMENT SUMMARY.

INK: PMS 287, PMS 185, Reflex blue and Black. All other ink colors
require a special ink charge.

WINDOWS: Clear transparent material, such as poly, with a low sheen
that is accepted by the Postal Service. Must be readable by all
scanners and approved by the Postal Service.

GUMMING: Brush gumming. Light colored or clear seal gum. Light colored
seam gum. Thickness of seal gum .0007 to .0009. Envelopes must not be
glued together. Application of gumming must not exceed beyond flap
edge or leave an uneven edge.

LATEX: Standard latex (peel and stick is not acceptable).

FOLDING: Flaps must be flat and uncurled.

STYLE: Open side or open end commercial flaps. "V" flaps for Group 1
items will not be accepted.

PRINTING: Preprinted information will be required on most envelopes.
The majority of the envelopes will be of a standard State format.
There are some agencies which will order their design. Type style and
fonts shall be specified on mock-up, layout, or previously printed
sample. Camera ready copy, electronic file, or a previously printed
envelope will be supplied for any line are needed. Contractor shall
match accordingly.

PROOFING: Agency may request a proof. If requested, contractor is allowed three additional working days to provided proof to customer. Contractor is responsible for any charges incurred to delivery proof to agency.

SHIPPING CARTONS: 200# text standard corrugated cartons.

MARKINGS: Each carton shall be labeled with the following information.

1. Vendor's name
2. Type size and style of stock
3. Quantity
4. Size
5. Purchase or CRO number.

PALLETIZING: Cartons must be stacked on pallets in such a manner to equalize weight distribution.

DELIVERY: Requested delivery is 14 calendar days from receipt of the order (an additional three working days will be allowed for proofing in requested by ordering agency).

RUSH DELIVERY: Requested delivery is 7 calendar days from receipt of order (an additional three working days will be allowed for proofing if requested by ordering agency).

Revised Contract Pricing 2008 Paper Escalation Cost Included (beginning Septmeber 1, 2008)						
GROUP I - REGULAR & WINDOW ENVELOPES						
		<i>Price per 1,000 envelopes for each quantity range.</i>				
		1M-2M	2.5M-4.5M	5M-9.5M	10M-24.5M	25M-50M
1. #9 Regular (3-7/8" x 8-7/8")						
24# colored stock		\$ 20.49	\$ 18.26	\$ 17.78	\$ 17.53	\$ 17.18
24# white stock with inside tint		\$ 25.61	\$ 23.38	\$ 22.90	\$ 22.62	\$ 22.30
20# manila stock		\$ 19.34	\$ 17.11	\$ 16.63	\$ 16.39	\$ 16.03
2. #9 Window (3-7/8" x 8-7/8")						
24# white stock		\$ 23.81	\$ 21.58	\$ 21.09	\$ 20.85	\$ 20.49
24# colored stock		\$ 23.15	\$ 20.92	\$ 20.44	\$ 20.19	\$ 19.84
24# white stock with inside tint		\$ 27.51	\$ 25.28	\$ 24.80	\$ 24.55	\$ 24.20
3. #10 Regular (4-1/8" x 9-1/2")						
24# colored stock		\$ 21.68	\$ 19.35	\$ 18.97	\$ 18.72	\$ 18.36
20# manila stock		\$ 21.19	\$ 18.96	\$ 18.47	\$ 18.23	\$ 17.87
4. #10 Window (4-1/8" x 9-1/2")						
24# colored stock		\$ 23.68	\$ 21.45	\$ 20.96	\$ 20.72	\$ 20.36
5. #11 Regular (4-1/2" x 10-3/8")						
24# white stock		\$ 29.80	\$ 27.57	\$ 27.09	\$ 26.84	\$ 26.48
6. #11 Window (4-1/2" x 10-3/8")						
24# white stock		\$ 32.57	\$ 30.34	\$ 29.85	\$ 29.61	\$ 29.25
7. #12 Regular (4-3/4" x 11")						
28# white stock		\$ 84.69	\$ 62.09	\$ 56.59	\$ 45.25	\$ 41.53
8. #12 Window (4-3/4" x 11")						
24# white stock		\$ 87.03	\$ 64.43	\$ 58.93	\$ 47.59	\$ 43.86
GROUP II - BOOKLET ENVELOPES (OPEN SIDE)						
9. 9-1/2" x 12-5/8"						
28# white stock		\$ 130.21	\$ 107.37	\$ 101.81	\$ 90.36	\$ 86.60
GROUP III - CATALOG (OPEN END)						
10. 6" x 9"						
28# manila stock (latex seal)		\$ 160.78	\$ 93.08	\$ 82.04	\$ 61.88	\$ 57.13
11. 6-1/2" X 9-1/2"						
28# manila stock (gum seal)		\$ 91.37	\$ 68.53	\$ 62.98	\$ 51.52	\$ 47.76
12. 6-1/2" x 9-1/2"						

28# manila stock (latex seal)		\$ 162.07	\$ 94.37	\$ 83.33	\$ 63.17	\$ 58.42
13. 9" x 12"						
28# manila stock (latex seal)		\$ 177.07	\$ 109.66	\$ 97.62	\$ 78.17	\$ 73.42
28# white stock (latex seal)		\$ 182.15	\$ 114.75	\$ 102.80	\$ 83.25	\$ 78.50
14. 9-1/2" x 12-1/2"						
28# manila stock (latex seal)		\$ 197.21	\$ 124.59	\$ 107.92	\$ 89.46	\$ 81.10
15. 10" x 13"						
28# manila stock (latex seal)		\$ 118.28	\$ 95.44	\$ 89.88	\$ 78.43	\$ 74.67
28# white stock (latex seal)		\$ 125.26	\$ 102.43	\$ 96.87	\$ 85.41	\$ 81.65
GROUP IV - CLASP ENVELOPES						
16. 9" X 12"						
32# manila stock		\$ 130.07	\$ 107.24	\$ 101.68	\$ 90.23	\$ 86.51
17. 9-1/2" x 12-1/2"						
32# manila stock		\$ 133.50	\$ 110.67	\$ 105.11	\$ 93.66	\$ 89.89
18. 10" x 13"						
32# manila stock		\$ 141.10	\$ 118.26	\$ 112.69	\$ 101.15	\$ 97.49
ADDITIONAL CHARGES						
Printing on back and/or flap			\$ 0.50	/M		
Special ink charge (ink color that is not included in specifications)			\$ 12.50	/flat		
2nd ink color (per color)			\$ 6.00	/flat		
Drill charge (holes drilled through front and back of envelope)			\$ 12.00	/M (per hole)*		
Rush delivery (7 working days delivery)			\$ 50.00	/flat		
* 4 holes maximum to one row - not through gum area - price for one row only.						

GROUP IV - CLASP ENVELOPES (continued)

NOTE: Price per 1,000 envelopes for each quantity range.

Item	Description	1,000- 2,000	2,500- 4,500	5,000- 9,500	10,000- 24,500	25,000- 50,000
20.	10" x 13" 32# manila stock	\$130.73	\$107.89	\$ 102.34	\$ 90.88	\$ 87.12

ADDITIONAL CHARGES

- Printing on back and/or flap \$ 0.50/M
- Special ink charge \$12.50/flat
(ink color that is not included in specifications)
- 2nd ink color (per color) \$ 6.00/flat
- Drill charge* \$12.00/M
(holes drilled through front and back of envelope)
- Rush delivery (7 business days delivery) \$50.00/flat

D.2 SPECIFICATIONS:

GROUP 1 - REGULAR AND WINDOW ENVELOPES:

1. #9, 3-7/8" x 8-7/8"; Round flap, open side, diagonal seams,
1-5/8" flap length, 1/2" wide seal gum.
24# colored stock. Recycled
24# white stock with inside tint. Recycled.
20# manila stock. Not Recycled
2. #9 window, 3-7/8" x 8-7/8"; Round flap, open side, diagonal seams,
1-5/8" seal flap length, 1/2" wide seal gum. Poly window size and
placement: 1-1/8" x 4-1/2", 7/8" from left, 1/2" from bottom.
24# white stock. Recycled.
24# colored stock. Recycled.
24# white stock with inside tint. Recycled.
3. #10 regular, 4-1/8" x 9-1/2"; Round flap, open side, diagonal
seams, 1-3/4" seal flap length, 1/2" wide seal gum.
24# colored stock. Recycled.
24# white stock with inside tint. Recycled.
20# manila stock. Not Recycled.

4. #10 window, 4-1/8" x 9-1/2"; Round flap, open side, diagonal seams, 1-3/4" seal flap length, 1/2" wide seal gum. Poly window size and placement: Left window: 1-1/8" x 4-1/2", 7/8" from left, 1/2" from bottom: Right window: 1-1/8" x 4-1/2", 4-1/8" from left, 1/2" from bottom.
24# colored stock. Recycled.
5. #11 regular, 4-1/8" x 10-3/8"; Round flap, open side, diagonal seams, 2-1/16" seal flap length, 1/2" wide seal gum.
24# white stock. Recycled.
6. #11 window, 4-1/8" x 10-3/8"; Round flap, open side, diagonal seams, 2-1/16" seal flap length, 1/2" wide seal gum. Poly window size and placement: 1-1/8" x 4-1/2", 7/8" from left, 1/2" from bottom.
24# white stock. Recycled.
7. #12 regular, 4-3/4" x 11"; Round flap, open side, diagonal seams, 2-1/16" seal flap length, 1/2" wide seal gum.
24# white stock. Recycled.
8. #12 window, 4-3/4" x 11"; Round flap, open side, diagonal seams, 2-1/16" seal flap length, 1/2" wide seal gum. Poly window size and placement: 1-1/8" x 4-1/2", 7/8" from left, 1/2" from bottom.
24# white stock. Recycled.

GROUP 2 - BOOKLET ENVELOPES (OPEN SIDE):

9. 6" x 9"
24# white stock, side seams, 1-3/8" seal flap length, 1/2" wide seal gum. Recycled.
10. 9" x 12"
24# white stock, center/bottom seams, 2-1/8" seal flap length,
a 1-1/8" wide seal gum. Recycled.
11. 9-1/2" x 12-1/2"
24# white stock, center/bottom seams, 2-1/4" seal flap length,
1-1/8" wide seal gum. Recycled

GROUP 3 - CATALOG ENVELOPES (OPEN END):

12. 6" x 9"
28# manila stock, center/bottom seams, 1-3/4" seal flap length,
1" wide latex seal. Not Recycled.

- 13. 6-1/2" x 9-1/2"
28# manila stock, center/bottom seams, 1-5/8" seal flap length,
1" wide gum seal. Not Recycled.
- 14. 6-1/2" x 9-1/2"
28# manila stock, center/bottom seams, 1-5/8" seal flap length,
1" wide latex seal. Not Recycled.
- 15. 9" x 12"
Center/bottom seams, 1-7/8" seal flap length, 1" wide latex seal
28# manila stock. Not Recycled
28# white stock. Recycled.
- 16. 9-1/2" x 12-1/2"
Center/bottom seams, 2-1/4" seal flap length, 1" wide latex seal
28# manila stock. Not Recycled.
- 17. 10" x 13"
Center/bottom seams, 1-7/8" seal flap length, 1" wide latex seal
28# manila stock. Not Recycled.
28# white stock. Recycled.

GROUP 4 - CLASP ENVELOPES:

- 18. 9" X 12"
32# Manila stock, center/bottom seams, 1-7/8" seal flap length,
1" wide seal gum. Not Recycled.
- 19. 9-1/2" X 12-1/2"
32# Manila stock, center/bottom seams, 2-1/4" seal flap length,
1" wide seal gum. Not Recycled.
- 20. 10" X 13"
32# Manila stock, center/bottom seams, 2-1/4" seal flap length,
1" wide seal gum. Not Recycled.

SECTION E - PRICE AGREEMENT TERMS AND CONDITIONS

E.1. TERM OF PRICE AGREEMENT: The initial term of the Price Agreement shall be one (1) year, beginning on the date the Price Agreement is awarded. Upon concurrence of the parties, the Price Agreement may be extended for additional terms ("Extension Terms"). Provided, however, that the maximum duration of the Price Agreement, including all extensions, shall be five (5) years.

E.2 EXTENSIONS: DAS shall notify Contractor in writing of the State's intent to extend the Price Agreement ("Renewal Notice") at least thirty (30) days prior to the expiration of the then-current term. If Contractor consents to the extension, it shall sign and return the Renewal Notice to DAS within the time period specified therein. If Contractor does not consent, the Price Agreement shall expire according to its terms, unless earlier terminated.

E.3 PAPER STOCK PRICE ESCALATION: In consideration of current paper industry market conditions, the State will permit Contractor to increase prices during the term of the agreement due to escalation of paper prices paid by Contractor only under the following conditions. Contractor will be reimbursed for the amount of the actual net dollar increase in the cost of paper stock occurring after the award of the Agreement only if all of the following conditions are met: (1) Contractor, within ten days after award of the Agreement, furnishes documentation to the single point of contact listed in C.2.2 from the paper wholesaler of the paper price and amount of stock used in submitting the Bid; (2) Contractor submits documentation of the increase in the price of stock at the time Contractor requests an increase; and (3) Contractor agrees to reduce its prices under the Agreement to reflect any decrease in the cost of paper stock occurring during the term of the Agreement. The State shall have the option of accepting any price change or canceling the Agreement.

E.4 ONE MONTH EXTENSION OPTION: Notwithstanding the foregoing Sections E.1 through E.3, the State reserves the right in its sole discretion to extend the Price Agreement for a maximum of one (1) calendar month beyond any term. DAS shall notify Contractor in writing of the one-month extension prior to the expiration of the then-current term. Production Cost price adjustments are not available for one-month extensions obtained pursuant to this Section E.4. Consecutive one-month extensions under this Section are also not allowed.

E.5 GOODS AND SERVICES TO BE FURNISHED: During the term of the Price Agreement Contractor agrees to deliver all Goods and provide all services ordered by Agencies in accordance with the terms and conditions of the Contract.

E.6 PURCHASE ORDERS: Contractor shall not accept any Purchase Order that does not comply with the following requirements:

Purchasing Agencies shall use the general DAS-approved Purchase Order forms to order Goods and/or services under the Price Agreement unless otherwise authorized by DAS. Purchase Orders shall reference the Price Agreement number, the ITB number, and the Unit serial or

identification number, if any. However, no language in a Purchase Order shall vary, amend, modify, or add terms or conditions to the Price Agreement. Operative provisions in Purchase Orders shall be limited to: designation of Agency and its authorized representative; order quantities; optional services, equipment and accessories offered under the terms of the Price Agreement; delivery schedules in accordance with the terms of the Price Agreement; and Delivery Destination and invoicing address.

E.7 SALES TO UNAUTHORIZED PURCHASERS. It is the Contractor's responsibility to verify purchasers' authority to contract pursuant to the Price Agreement. If Contractor is found to have entered into two or more contracts with an entity other than an Agency, Contractor will be deemed to be in material breach of the Price Agreement.

E.8 VOLUME SALES REPORTS:

E.8.1 CONTENT. Contractor shall furnish to DAS quarterly reports of sales made under the Price Agreement. The reports shall identify the ITB and Price Agreement number(s), and shall provide information in the following specific categories:

- E.8.1(a) Bid item number.
- E.8.1(b) Quantity of each Bid item ordered.

E.8.2 COMPLIANCE AUDITS. Contractor will be monitored by DAS for compliance through Price Agreement volume sales reports required throughout the term of the Price Agreement. DAS reserves the right to audit Contractor's Price Agreement and Contract files.

E.8.3 REPORTING DATES. Volume sales reports are due by the 15th day following the end of each calendar quarter. Calendar quarters end March 31, June 30, September 30 and December 31. DAS RESERVES THE RIGHT TO TERMINATE THE PRICE AGREEMENT IF VOLUME SALES REPORTS ARE NOT RECEIVED AS SCHEDULED.

E.9 INDEMNIFICATION: Contractor shall defend, save, hold harmless, and indemnify the State and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to (1) the activities of Contractor or its officers, employees, subcontractors, or agents, (2) the Goods sold, and (3) the services provided under the Price Agreement and Contracts entered into thereunder.

E.9.1 Provided, however, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State and/or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the State and/or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and/or that of and its officers, employees, and agents under (i) and (ii) above.

E.10 TERMINATION OF PRICE AGREEMENT.

E.10.1 The Price Agreement may be terminated at any time by mutual written consent of Contractor and the State, or the State may at its sole discretion terminate the Price Agreement upon 30 days' notice.

E.10.2 The State may terminate the Price Agreement immediately upon notice to Contractor, or at such later date as it may establish in such notice, upon the occurrence of either of the following events: (i) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the purchase of Goods and/or services offered under the Price Agreement is prohibited; or (ii) Contractor breaches any material provision of the Price Agreement or Contract(s) entered into thereunder.

E.10.3 Upon receipt of written notice of termination, Contractor shall stop performance under the Price Agreement as directed by the State.

E.11 REMEDIES: State shall be entitled to recover any and all damages it may suffer as the result of Contractor's breach of the Price Agreement, including but not limited to direct, indirect, incidental, and consequential damages, and any equitable remedies to which it may show itself entitled.

E.12 NOTICES: All notices required to be given by Contractor under the Price Agreement shall be in writing and addressed to the DAS point of contact identified in the ITB. All notices required to be given by the State shall be in writing, addressed to the Contractor's

representative, and sent to the address specified in the Bid. Mailed notices shall be deemed given five (5) days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed given upon electronic confirmation of successful transmission to the designated fax number.

SECTION F - STANDARD CONTRACT TERMS AND CONDITIONS

F.1 ORDER OF PRECEDENCE: The printed Terms and Conditions set out in this section F are the Standard Terms and Conditions for State of Oregon contracts. DAS is also providing Special Terms and Conditions in Section G, which apply only to Contract(s) entered into under the Price Agreement. Whenever possible, all terms and conditions are to be harmonized. In the event of a conflict between the Standard and Special Terms and Conditions, the Special Terms and Conditions take precedence, unless the Standard term in question is required by law. In the event of any other conflict, (i) the Special Terms and Conditions, (ii) these Standard Terms and Conditions, (iii) the remaining portions of the Invitation to Bid, (iv) the Bid, and (v) the Purchase Order will be interpreted in the foregoing order of precedence.

F.3 DELIVERY DESTINATION: Goods, including all Delivery Components and options and attachments, if any, shall be delivered F.O.B. destination to the address or location specified in the Purchase Order ("Delivery Destination"), together with all warranty documentation, inspection reports, and certifications, where applicable.

F.4 PAYMENT; OVERDUE ACCOUNT CHARGES: Payment will be due and owing from an Agency no later than forty-five (45) days from date of acceptance or expiration of inspection period, whichever occurs first. Contractor may only assess overdue account charges, in accordance with the provisions of ORS 293.461(3), up to a maximum rate of two-thirds of one percent per month (up to 8% per annum).

F.5 PAYMENT ADDRESS: Payment shall be sent to Contractor at the address specified in the invoice.

F.6 INVOICES: Each invoice shall include the applicable Purchase Order number. Contractor shall invoice an Agency upon delivery of entire order.

F.7 MOST FAVORABLE PRICES AND TERMS: Contractor represents that all prices, terms and benefits offered by Contractor are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local government unit or commercial customer.

F.7.1 Should Contractor, during the term of the Contract, enter into any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government unit or commercial customer, the Contract shall thereupon be deemed amended to provide the same price or prices, terms and benefits to an Agency. This provision applies to comparable Goods and services, and to purchase volumes by an Agency that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits or more favorable terms.

F.7.2 Donations of Goods or services to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of this paragraph.

F.8 INSPECTIONS/ACCEPTANCE: An Agency shall have **30** calendar days from date of delivery of the Goods within which to inspect and accept or reject them. If the Goods are rejected, Agency shall provide Contractor with written notification of rejection. Notice of rejection shall include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties; (ii) other apparent defects in design, materials, or manufacture; and/or (iii) otherwise nonconforming Goods (including late delivery). Notice of rejection shall also indicate whether cure will be allowed.

F.8.1 CURE: The Contractor shall either deliver substitute conforming Goods or make all corrections reasonably deemed necessary by an Agency within seven (7) calendar days of receipt of notice of rejection and opportunity to cure. Failure to complete cure within the seven calendar-day period shall constitute default.

F.14 RECYCLED PRODUCTS: Contractor shall use recycled and recyclable products to the maximum extent economically feasible. Contractor shall specify the minimum percentage of recycled product incorporated into the Goods provided under the Contract.