

## 2022 - ENVELOPES

## WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/ WILL NOT COMPLY	COMMENT
<b>1.0</b>	<b>INTRODUCTION</b>		
1.1	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit bid submissions in response to this quote document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 160 schools with an estimated enrolment of 79,000 students.		
1.2	<b>Response to the Request for Quotation must be returned by email only to Jan Romer, Buyer, email: j.romer@tvdsb.ca in order for the quotation to be accepted. Delivery of the quotation is the responsibility of the proponent.</b>		
<b>2.0</b>	<b>PURPOSE</b>		
2.1	The purpose of this document is to provide interested parties with sufficient information to enable them to prepare and submit quotes for consideration by the TVDSB for <b>ENVELOPES</b> .		
<b>3.0</b>	<b>IMPORTANT DATES</b>		
3.1	ISSUE DATE: Wednesday, August 4, 2021.		
3.2	RETURN DATE: 12:00 p.m. (local time) Friday, September 3, 2021.		
3.3	QUESTIONS: Must be submitted prior to Wednesday, August 11, 2021; contact Jan Romer, Buyer, by email only: j.romer@tvdsb.ca.		
<b>4.0</b>	<b>CONTRACT TERM</b>		
4.1	The term of this agreement shall be for one year, commencing on October 1, 2021 and unless otherwise provided herein, terminating on September 30, 2022.		
4.2	The TVDSB may, at the end of this contract term, extend the contract for a period of two (2) years in one (1) year increments and will advise the proponent in writing of their intentions.		
4.3	Proponents <b>should</b> state if your company would agree to extending this contract with the same terms and conditions for a second year ending September 30, 2023.		
4.4	Proponents <b>should</b> state if your company would agree to extending this contract with the same terms and conditions for a third year ending September 30, 2024.		
4.5	Please state terms under which a second and/or third year option would be acceptable to your company.		
4.6	NOTE: These terms must comply with all other conditions of this contract as noted.		
<b>5.0</b>	<b>REQUEST FOR QUOTATION FORMAT</b>		
5.1	Worksheet A: Terms and Conditions in Excel format - completed, printed and signed.		
5.2	Worksheet B: Requirements and Pricing in Excel format - completed, printed and signed.		
5.3	The bid submission <b>must</b> include:		
5.4	Completed " <b>2022Appendices016.xlsx</b> " file in Excel format.		

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5.5	Signed scans of all Worksheets in PDF format.		
5.6	Failure to respond in electronic format by email will deem the bid noncompliant.		
<b>6.0</b>	<b>QUANTITY</b>		
6.1	The TVDSB spends an average of \$20,000/year on these resources.		
6.2	Future purchases are dependent upon user requests, program changes and budget approval which may be increased or decreased when orders are placed. All items may not be purchased if costs exceed budget. In no way should the information furnished be considered as a guarantee with respect to the future volume of business. The successful proponent(s) will be responsible for supplying the quantities that are eventually ordered.		
<b>7.0</b>	<b>REQUIREMENTS</b>		
7.1	The requirements are detailed in Pricing section - Worksheet B.		
7.2	For each requirement as described in Worksheet B, bidders <b>must</b> place a response in the appropriate pricing column.		
7.3	For envelopes not listed in Worksheet B, proponents <b>must</b> state the <b>discount</b> (%) offered to the TVDSB from the retail/list pricing.		
7.4	Delivery for all items will be directly to our Schools, Distribution Centre, Educational Resource Centre, Facility Services Offices or Community Education Centres, as stated at <a href="https://www.tvdsb.ca/en/our-board/purchasing.aspx">https://www.tvdsb.ca/en/our-board/purchasing.aspx</a> .		
<b>8.0</b>	<b>PRICING</b>		
8.1	All charges <b>must</b> be included in the cost of the item, and in CANADIAN FUNDS. Prices <b>must</b> include delivery, F.O.B. destination.		
8.2	Harmonized Sales Tax is extra. Applicable taxes will be shown as a separate line item on all of our orders and must be invoiced as separate line items on all invoices.		
8.3	Prices <b>must</b> remain in effect for the initial one year term of the contract, commencing on October 1, 2021 and ending September 30, 2022.		
8.4	The TVDSB expects to order in multiple shipments over the length of this contract.		
8.5	It is the intention of the TVDSB to rationalize its supplier base. This contract may be awarded on a per item basis or on the best cost of various groupings. The groupings will be determined by the TVDSB. Each proponent agrees to the award on this basis.		
8.6	Proponents <b>should</b> state any further discount, as a percentage, if all items are awarded to your company.		
<b>9.0</b>	<b>ORDERING</b>		
9.1	Proponents <b>must</b> state if you will accept Purchase Orders.		
9.2	Proponents <b>must</b> indicate the delivery date from receipt of our order: Turnaround in Working Days.		
9.3	Proponents <b>must</b> state the <b>minimum dollar value</b> per order.		

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<b>10.0</b>	<b>INVOICING/PAYMENT TERMS</b>		
10.1	All invoices <b>must</b> be sent to the Thames Valley District School Board, 1250 Dundas Street, London, Ontario, N5W 5P2. Attention: Accounts Payable.		
10.2	Proponents <b>should</b> indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
10.3	Proponents <b>should</b> state percentage discount for early payment and net payment terms.		
10.4	Harmonized Sales Tax is extra. Applicable taxes will be shown as a separate line item on all our purchase orders and must be invoiced as separate line items on all invoices.		
<b>11.0</b>	<b>WARRANTY AND MAINTENANCE</b>		
11.1	Service is an extremely important consideration in the award of this Quotation. Proponents <b>must</b> state the complete length of Warranty for Workmanship.		
11.2	The TVDSB will return any shipment COLLECT if, in our opinion, the product supplied does not conform to the specification and/or samples submitted in the bid.		
11.3	Proponents <b>must</b> state if there is a time limit on returning goods.		
11.4	Proponents <b>must</b> state if there is a "restocking charge" on any returned item and the amount or rate to be charged if goods are returned for any other reason than those stated in 11.2.		
11.5	Proponents <b>must</b> describe their procedure for returning goods:		
11.6	Proponents <b>must</b> state location of warehouse facilities.		
11.7	The TVDSB reserves the right to initiate a survey to measure customer satisfaction.		
<b>12.0</b>	<b>COMMERCIAL LIABILITY INSURANCE</b>		
12.1	The successful proponent(s) <b>must</b> be covered by Commercial General Liability Insurance throughout the term of the contract. Each proponent must state if it has Commercial General Liability Insurance Coverage.		
12.2	Each proponent should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$1 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$1 million per occurrence of Commercial Liability Insurance coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$1 million per occurrence from the commencement of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		

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12.2.1	This liability policy shall contain the following coverage:		
12.2.2	Personal Injury and Property Damage		
12.2.3	Non-Owned Automobile Liability		
12.2.4	Owners and Contractors Protective Coverage		
12.2.5	Contractual Liability		
12.2.6	Broad Form Property Damage		
12.2.7	Products and Completed Operation Insurance		
12.2.8	Contingent Employees Liability		
12.2.9	Cross Liability Clause and Severability of Interest Clause		
12.2.10	Upon an award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract.		
12.2.11	The successful proponent(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or willful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		
<b>13.0</b>	<b>MOTOR VEHICLE LIABILITY INSURANCE</b>		
13.1	Proponents <b>must</b> state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		
13.2	In the event of an affirmative answer to 13.1, the successful proponents must be covered by Automobile Liability Insurance through the term of the Contract. If the proponent's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the proponent. Each proponent must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. Sub clauses 13.3 to 13.4 also apply to those employees or subcontractors who operate their own		

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13.3	Proponents should show proof with the submission of this bid, that upon the award of this contract that it will be covered by Automobile Liability Insurance with coverage limits of \$1 million commercial and \$1 million on all personally owned vehicles per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$1 million per occurrence of Automobile Liability Insurance Coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or the agent's letterhead that liability insurance limits will be increased to \$1 million for commercial Vehicles and \$1 million for personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain that good standing throughout the term of the contract.		
13.3.1	The TVDSB reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage:		
13.3.2	Third Party Liability Coverage in the form of OAP-1		
13.4	Upon an award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		
13.5	The successful proponent(s) agrees to indemnify, hold harmless, and defend, the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
<b>14.0</b>	<b>GENERAL CONDITIONS</b>		
14.1	This bid is IRREVOCABLE for 180 days. The lowest or any quotation may not necessarily be accepted. The Board reserves the right to purchase one or all items on this quotation from one supplier. Delivery, service, performance record and value of overall award will be taken into consideration when awarding this material.		
14.2	A proponent who has already submitted a bid may submit an addendum in writing and signed by the proponent at any time up to the official closing time. No facsimiles shall be accepted. The last submission shall supersede and invalidate all previous submissions by that proponent as it applies to this bid. Addenda must be submitted to the Buyer in the same manner and within the same time constraints as the bid submission.		

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14.3	A proponent may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals must be submitted to the Buyer in the same manner and within the same constraints as a bid submission.		
14.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a bid.		
14.5	The proponent <b>must</b> have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable proponent.		
14.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
14.7	The TVDSB reserves the right to withdraw the award of the contract to a successful proponent(s) within 30 days of the award if in the opinion of the TVDSB the successful proponent(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the proponent.		
14.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any proponent for any expense, cost, loss or damage incurred or suffered by the proponent as a result of such withdrawal.		
14.9	All costs associated with the preparation of the bid submission will be solely the responsibility of the proponent.		
14.10	The TVDSB reserves the right to decline or purchase one or all items in this bid from one supplier or from multiple suppliers.		
14.11	All of the terms and conditions of this bid are deemed to be accepted by the proponent and incorporated into the proponent's proposal submission. It is the TVDSB's intention that the Terms and Conditions stated in this bid and the successful proponent's response to this bid will form the contract between TVDSB and the successful proponent(s). Any conflict in the wording of the proponent's invoice and/or sales agreement and the wording of the terms and conditions of this proposal, shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the proponent's invoice and/or sales agreement.		
14.12	The successful proponent(s) must not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB. The successful proponent(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		

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14.13	While the TVDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the TVDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve proponents from forming their own opinions and conclusions in respect to		
14.14	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a proponent to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB. All proponents agree to provide all such additional information as, and when requested, at their own expense, provided no proponent in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.		
14.15	All TVDSB policies, procedures and regulations <b>must</b> be adhered to by the successful proponent(s).		
14.16	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
14.17	Some TVDSB sites are equipped with video surveillance cameras.		
14.18	The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and each school.		
14.19	The successful proponent(s) will reimburse the TVDSB for any damages through negligence or wilful acts of any of the successful proponent(s)' employees or contracted staff.		
14.20	The successful proponent(s)' employees and contracted staff shall not be considered TVDSB employees and shall not represent themselves as an agent of the TVDSB nor be eligible for any of the benefits provided to TVDSB employees.		
14.21	The TVDSB reserves the right to demand the removal of any successful proponent's employees or contracted staff engaged in this contract if, in the TVDSB's opinion, their conduct has been of an unacceptable nature.		
14.22	The successful proponent(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the proponent's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		
14.23	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		

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<b>15.0</b>	<b>CANCELLATION OF CONTRACT / LOSS OF SERVICE</b>		
15.1	The TVDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful proponent(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful proponent(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB reserves the right to commence an action in a court of competent jurisdiction against the successful proponent(s) for damages that result from the breach of the terms and conditions of the contract, by the successful proponent(s).		
15.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful proponent(s) under the contract the total outstanding amount from time to time and for all damage claims by the TVDSB or any third parties arising out of this contract which have not been resolved by the successful proponent(s) or its insurer.		
15.3	The TVDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful proponent(s) for any indebtedness of the supplier that may impact on the TVDSB.		
15.4	The successful proponent(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful proponent(s), the TVDSB's staff or third party interruptions.		
15.5	In the event that the successful proponent(s) becomes insolvent, and/or the successful proponent(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB shall have the right to replace the successful proponent(s) with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		
<b>16.0</b>	<b>ACCESSABILITY FOR ONTARIANS WITH DISABILITIES</b>		
16.1	The successful proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: <a href="http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm">http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm</a>		
<b>17.0</b>	<b>CANADA'S ANTISPAM LEGISLATION</b>		

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17.1	Please note that vendors are required to comply with all applicable laws, including CASL, in providing goods or services to the TVDSB. This also extends to communications sent on the TVDSB's behalf. The successful proponent(s) will be required to indemnify the TVDSB for any failure by the successful proponent(s) to comply with CASL, to the extent that the successful proponent(s) action, or inaction, could expose the TVDSB to liability.		
<b>18.0</b>	<b>REFERENCES</b>		
18.1	New proponents <b>must</b> provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference <b>must</b> contain the following information:		
18.1.1	Reference 1 - Company Name:		
18.1.2	Reference 1 - Contact Name:		
18.1.3	Reference 1 - Email address:		
18.1.4	Reference 2 - Company Name:		
18.1.5	Reference 2 - Contact Name:		
18.1.6	Reference 2 - Email address:		
18.1.7	Reference 3 - Company Name:		
18.1.8	Reference 3 - Contact Name:		
18.1.9	Reference 3 - Email address:		
<b>19.0</b>	<b>SIGNATURE PAGE:</b>		
19.1	I hereby acknowledge that I have read, understand and agree to the forgoing Contract Terms and Conditions.		
19.2	FIRM NAME:		
19.3	SIGNATURE:		
19.4	NAME:		
19.5	ADDRESS:		
19.6	TELEPHONE NO.:		
19.7	FAX NO.:		
19.8	EMAIL:		
19.9	INTERNET ADDRESS:		

**Jan Romer**  
Purchasing Department

**Lori-Ann Pizzolato**  
Chairperson

FIRM NAME : \_\_\_\_\_

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## Thames Valley District School Board

## Worksheet B

## #16 ENVELOPES - Requirements and Pricing

Item #	Product #	Description	Usage/Quantity Per Year/Avg. EACH	Price	Unit of Measure	Minimum Order Quantity	Notes
1	240308	ENVELOPE - KRAFT - 5 7/8" x 9" - BOARD LOGO (to be printed in upper left corner), 24 LB. (opening on 9" edge)	5,000				
2	242204	ENVELOPE - PLAIN - KRAFT - 3 5/8" X 6 1/2" - BOARD LOGO, 24 LB. (opening on 6 1/2" side)	1,000				
3	240318	ENVELOPE - KRAFT - (OSR) - 10 1/2" X 14 3/4", 24 LB.	5,000				
4	122222	ENVELOPE - INTER-DEPARTMENT - KRAFT - 10" X 13", 32 LB. 6 HOLES, BILINGUAL, C/W BUTTON & STRING ENCLOSURE (opening on 10" side)	2,000				
6	122213	ENVELOPE - PLAIN (not printed) KRAFT - 10" X 13", 24 LB. (for "Diplomas")	5,000				
7	122220	ENVELOPE - PLAIN (not printed) KRAFT - 9" X 12", 24LB.	15,000				
8	240312	ENVELOPE - KRAFT - 10 1/2" x 14 3/4" - BOARD LOGO (no address, black in left hand corner), 24 LB. (opening on 10 1/2" side)	5,000				
9	240309	ENVELOPE - KRAFT - 9" x 12" -BOARD LOGO (black), 24 LB. (opening on 9" side)	20,000				
10	200053	ENVELOPE - LIBRARY/BOOK POCKET - 3 1/2"W x 3 3/4"H, MANILLA, 24 LB. (1" extension lip with self adhesive back)	2,500				
11	240304	ENVELOPE - PLAIN - BOARD LOGO - WHITE - #9 - 3 7/8" x 8 7/8"	1,000				
12	240301	ENVELOPE - PLAIN (not printed) - WHITE - 9" x 12", 24 LB.	1,000				
13	240307	ENVELOPE - PLAIN (not printed) WHITE - 5 7/8" X 9", 24 LB.	10,000				
14	240319	ENVELOPE - PLAIN (not printed) WHITE - #9 - 3 7/8" x 8 7/8", 24 LB.	1,000				
15	240320	ENVELOPE - PLAIN (not printed) WHITE - #10 - 4 1/8" x 9 1/2", 24 LB.	15,000				
16	240321	ENVELOPE - PLAIN (not printed) WHITE - 10" X 13", 24 LB.	2,500				
17	122203	ENVELOPE - PLAIN (not printed) WHITE - #20 - 4 1/2" x 5 7/8" ("Invitation"), 24 LB.	5,000				
18	122215	ENVELOPE - PLAIN (not printed) WHITE - 10 1/2" X 14 3/4", 24 LB.	1,000				
22	240316	ENVELOPE - WHITE - 5 7/8" X 9" DEPOSIT, BOARD LOGO	1,000				
23	240317	ENVELOPE - WHITE - 9" x 12" DEPOSIT, BOARD LOGO	1,000				
24	122201	ENVELOPE - WINDOW (not printed) WHITE - #10 - 4 1/8" X 9 1/2", 24 LB.	50,000				
25	122208	ENVELOPE - WINDOW (not printed) WHITE - #9 - 3 7/8" X 8 7/8", 24 LB.	5,000				

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