BID RESPONSE PACKET 710-23-0043

DOCUMENTATION CHECKLIST

As outlined in section 2.3 Minimum Qualifications in the solicitation document, please provide the following:

- Official documentation of active registration from the Arkansas Secretary of State's Office
- Envelope Samples
- Official Bid Price Sheet
- All documents provided in the bid response packet
- Copy of Vendor's Equal Opportunity Policy
- Signed Addenda, if applicable
- EO 98-04 Disclosure Form (Attachment A)



Arkansas Secretary of State John Thurston

State Capitol Building + Little Rock, Arkansas 72201-1094 + 501-682-3409

Certificate of Good Standing

I, John Thurston, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

PRINTING PAPERS, INC.

authorized to transact business in the State of Arkansas as a For Profit Corporation, filed Articles of Incorporation in this office April 25, 1985.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 7th day of February 2023.

In Thurston

John Thurston Online Certificate Authorization Code: 4eefb553ca11738 Secretary of State To verify the Authorization Code, visit sos.arkansas.gov

BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION							
Company:	PRINTING PA	PERS	INC.				
Address:							
City:	LITTLE ROCK		State:		AR Zip Code: 72209		
Business Designation:	 Individual Partnership 		e Proprietorship poration		 Public Service Corp Nonprofit 		
Minority and	🗴 Not Applicable 🛛 Americ		can Indian	🗆 Se	rvice Disabled Veteran		
Women-Owned	🗆 African American	🗆 Hispar	nic American	□ Wo	omen-Owned		
Designation*:	🗆 Asian American	Pacific Islander American					
	AR Certification #:		* See Mino	rity and	d Women-Owned Business Policy		
PROSPECTIVE CONTRACTOR CONTACT INFORMATION Provide contact information to be used for bid solicitation related matters.							
Contact Person: JAMES PRIEST Title: PRESIDENT							
Phone: 501-455-5555 Alternate Phone:							
Email: James@PRINTINGPAPERSINCOCOM							
CONFIRMATION OF REDACTED COPY							
□ YES, a redacted copy of submission documents is enclosed.							

□ NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.

ILLEGAL IMMIGRANT CONFIRMATION

By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

ISRAEL BOYCOTT RESTRICTION CONFIRMATION

By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

Prospective Contractor does not and will not boycott Israel.

An official authorized to bind the Prospective Contractor to a resultant contract must sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified:

Authorized Signature:	(fam)	16-	Title: _	PRESIDENT
Printed/Typed Name: _	JAMES	PRIEST	Date: _	•

SECTIONS 1 - 4 VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are <u>NON-mandatory</u> must be declared below or as an attachment to this page. Vendor must clearly explain the requested exception and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements shall cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and shall fully comply with all requirements as shown in the bid solicitation.

Vendor Name:	PRINTING PAPERS INC	Date:	
Signature:	Melissa Burris	Title:	Customer Service
Printed Name:	Melissa Burris		

PROPOSED SUBCONTRACTORS FORM

Do not include additional information relating to subcontractors on this form or as an attachment to this form.

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP
	MANNAR	

SUBCONTRACTORS TO PERFORM SERVICES.

105 Employee Relations

If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their managers. Your immediate manager is responsible for your on-the-job wellbeing. It is his/her responsibility to answer your questions and inform you about the Company.

Our experience has shown that when employees deal openly and directly with their managers, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that the Company amply demonstrates its commitment to employees by responding effectively to employee concerns.

In an effort to protect and maintain direct employer/employee communications, we will resist organization, within applicable legal limits, and protect the right of employees to speak for themselves.

106 EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the Company will be based on merit, performance, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, genetic information or any other characteristic protected by law.

Any employee with questions or concerns about any type of discrimination in the workplace should promptly bring these issues to the attention of the Human Resources Manager, the Vice President of Operations, the Controller or the Company President. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

107 DISABILITY ACCOMMODATION

The Company is committed to complying fully with the Americans with Disabilities Act ("ADA") and ensuring equal opportunity in employment for qualified persons with disabilities. The Company is also committed to not discriminating against qualified employees or applicants because they are related to or associated with a person with a disability. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodations are available to any disabled employee whose disability affects his/her job performance, unless doing so would result in an undue hardship. All employment decisions are based on the merits of the situation, not the disability of the individual.

108 "New Job Jitters"

As a new employee, you may be a bit nervous. That's fine, it shows you care. When you begin the job, you will probably feel that you have two left hands. You may even think you are the only person in the world with butterflies in the stomach. These jitters are not exclusively yours. Try to remember that the person next to you, doing every-thing so fast and easy, was in the same position once. Be patient. Ask questions. If you try to go too fast at first, you can develop poor work habits which later may be hard to break. In a short time, with training and practice, you too can be proficient in your work.

State of Arkansas DEPARTMENT OF HUMAN SERVICES 700 South Main Street P.O. Box 1437 / Slot W345 Little Rock, AR 72203

ADDENDUM 1

TO: All Addressed Vendors FROM: Office of Procurement DATE: February 7, 2023 SUBJECT: 710-23-0043 Blank Envelopes

The following change(s) to the above referenced IFB have been made as designated below:

- Change of specification(s)
- Additional specification(s)
- Change of bid opening date and time
- Cancellation of bid
- Other

CHANGE OF SPECIFICATIONS

- 2.4.B remove and replace with the following: The envelope samples provided with submission must utilize the paper stock brand indicated on the Official Bid Price Sheet. Samples must be identical to the envelopes produced if awarded the contract.
- 2.5.B.1 remove and replace with the following: The Contractor shall use white wove, bright white paper at the weight specified above for envelopes purchased under this contract.
- 2.5.1.2 remove and replace with the following: On a quarterly basis, quantities are estimated as follows: 9 x 12 500,000 #10 5,000

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact the Buyer at: DHS.OP.Solicitations@dhs.arkansas.gov.

DUMG 2.24.23 Date 2 pers INC Vendor Signature

							es	State Employee
								State Employee
								State Board or Commission Member
								Constitutional Officer
								General Assembly
ship Position of t (%) Control	Ownership Interest (%)	Person's Name(s)	Το ΜΜΛΥΥ	From MM/YY	board/commission, data entry, etc.]	Former	Current	
rship interest and/or	r % of owners f control?		For How Long?	For Hov	Name of Position of Job Held	Mark (v)	Mar	Position Held
ate Board or Commissi	er of the Ger al Officer, Sta	Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.	t any owners it, or child of or influence	ntrol or hold ister, paren ng policies	Nowing persons, current or former, hold any position of control or hold any ownership interest of 10% o nission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the Ge Position of control means the power to direct the purchasing policies or influence the management of	ns, curren er, State E ontrol mea	ng persoj on Membe ition of ce	Indicate below if any of the followi Officer, State Board or Commissic Member, or State Employee. Pos
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								State Board or Commission Member
								Constitutional Officer
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Relation		Person's Name(s)	To MM/YY	From MM/YY	board/ commission, data entry, etc.]	Former	Current	
ted to you? child, etc.]	tre they relate Public, Jr., d	What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	v Long?	For How Long?	Name of Position of Job Held [senator, representative, name of	Mark (v)	Mar	Position Held
er, State Board or Com	utional Office	Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:	a current or f	spouse is a	ster, parent, or child of you or your	prother, si	e or the t	Indicate below if: you, your spous Member, or State Employee:
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MENT,	: AGREEI .OSED:	DR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, THE FOLLOWING INFORMATION MUST BE DISCLOSED:	JEWING .	OR REN	AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMAT	<u>ING, E)</u> Y ARK/	<u>BTAIN</u> TH AN	AS A CONDITION OF OBTAINING, EXTENDI OR GRANT AWARD WITH ANY ARKANSAS
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	Both?	IS THIS FOR: Goods? 🗙 Services?			PAPERS INC.	ING		TAXPAYER ID NAME: PRINT
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	ite Agency.	CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.	.OSURE	. DISCL	ONTRACT AND GRANT		vina infor	Action Number
						1 1		Attachment Number

DHS Revision 11/05/2014

Agency Agency Agency Contact Contract Number 0710 Name Department of Human Services Contact Person Phone No. or Grant No.	<u>I certify under penalty of periury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontrastor disclosure conditions stated herein.</u> Signature Signature Title CON TROLLER Date Date Title CON TROLLER Date Date Vendor Contact Person Melissa BURRIS Title CUSTOMER SERVICE Phone No. <u>501-465-5655</u>	3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.	Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.	2. I will include the following language as a part of any agreement with a subcontractor:	1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.	As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:	Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, requlation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, requlation, or policy shall be subject to all legal remedies available to the agency.	Attachment Number Contract and Grant Disclosure and Certification Form	
	d correct and	late, I will mail a aining the dollar	. policy adopted isclosure or who		or to complete a r an agreement under the terms		<u>oted pursuant to</u> ake the <u>required</u>		



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EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about Printing Papers, Inc. ("Company"). I understand that I should consult my manager or the Human Resources Department regarding any questions not answered in the handbook. I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the Company can terminate the relationship at will, with or without cause, at any time.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the handbook may occur. I further understand that revised information may supersede, modify, or eliminate existing policies, and that only the president of the Company has the authority to adopt any revisions to the policies in this handbook.

I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook and understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made thereto.

This handbook replaces and supersedes all handbooks prior to May 2011.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE:

DATE: _____

Handbook Issue Date: May 2011

To all Employees of Printing Papers, Inc.:

This handbook was especially prepared for all employees of Printing Papers, Inc. ("Company"). The handbook was developed to describe the personnel policies and procedures of the Company, as well as to outline the programs and benefits available to eligible employees. You should familiarize yourself with the contents of the employee handbook as soon as possible, because it will answer many questions about your employment with the Company.

The policies set forth in this handbook do not create contractual rights in favor of the employee. Rather, the policies set forth herein represent the unilateral expression of the Company's policies, issued for the employee's guidance. The Company may, at any time, amend or delete the policies. When possible, advance notice will be provided to the employee. This handbook does not create an employment contract, term of employment or in any way limit the reasons for dissolution of the employment relationship. None of the information contained in the handbook is intended, by reason of its publication, to confer any rights or privileges in favor of the employee, to entitle the employee to be or remain employed by the Company or to alter the employee's status as an "at-will" employee.

To our employees of many years, thank you for your dedication. To our new employees, welcome to the Company and much success in your career. We hope that your experience will be challenging, enjoyable and rewarding.

ming & M

Bing E. Priest President

DATE: May 2011

101 NATURE OF EMPLOYMENT

Employees of the Company have voluntarily entered into their employment. They are "at-will" employees. Employees are free to resign at any time, with or without notice or cause. Similarly, the Company may terminate the employment relationship at any time, with or without notice or cause, so long as there is no violation of applicable federal or state laws.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the Company and any of its employees. The provisions of this handbook have been developed, and may be amended or canceled at any time, at the Company's sole discretion.

These provisions supersede existing policies and practices and may not be amended or added to without the express written approval of the president of the Company.

102 EMPLOYMENT CATEGORIES

It is the intent of the Company to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Company.

Each employee is designated as either a NON-EXEMPT or EXEMPT employee. For purposes of this handbook, NON-EXEMPT employees shall include those employees who are entitled to overtime pay under the federal and state wage and hour laws. EXEMPT employees are excluded from both the minimum wage and overtime requirements of the federal and state wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by the Company's management.

In addition to the above categories, each employee will belong to one other employment category:

FULL-TIME EMPLOYEE:	Full-time employees are those who are not in an introductory status and who are regularly scheduled to work at least 30 hours per week. As a general rule, only regular full-time employees are eligible for the Company's benefit package, subject to the terms, conditions, and limitations of each benefit program.
INTRODUCTORY EMPLOYEE:	Introductory employees are those who are regularly scheduled to work the Company's full-time schedule and whose performance is being evaluated to determine whether further employment is appropriate. All new and rehired employees work on an introductory basis for the first 60 calendar days after their date of hire. During this 60-day period, progressive disci- pline will not be utilized, as employees not meeting the required standards of job performance, attitude, attendance, etc. will be terminated. If the Company determines that the introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period. During the introductory period, new non-exempt employees are only eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. Introductory non-exempt employees are not eligible for other

	benefits provided by the Company (such as insurance coverage), and will not be granted leaves of absence (unless required by the American with Disabilities Act or other federal or state law). An employee does not become a full-time employee until he/she completes the introduc- tory period. If the employee satisfactorily completes his/her introductory period and becomes a full-time employee, credit will be given for the introductory period when calculating vacation leave, sick leave and the insurance waiting period.
PART-TIME EMPLOYEE:	Part-time employees are those who are scheduled (i) to work as needed by the Company with no regularly scheduled hours per week or (ii) less than 30 hours per week. Part-time employees who average 30 hours per week over a 13 week calendar quarter will be reviewed for possible re-clas- sification to full-time employment. Part-time employees are only eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. They are not eligible for other Company- provided benefits.
INDEPENDENT CONTRACTOR:	Independent contractors perform a specific job at a contracted rate. Independent contractors are not employees and are not entitled to Company-provided benefits.

103 EMPLOYMENT PRACTICES

The Company strives to recruit and select capable, well-qualified employees. It is to everyone's advantage to develop a stable work force that performs efficiently and contributes to the success of the Company. The following procedures are designed to meet that goal:

- All applicants will be required to accurately complete an Application for Employment form.
- All applicants must be at least 18 years of age. If under 18, the applicant must be approved by management and provide proof of age and work certificate. No applicants under 16 will be considered for employment.
- The Company has an employment policy that prohibits the hiring of relatives. This policy is necessary for the professional management and overall effectiveness of the Company. Exceptions to this policy must be approved by the president. Such exceptions rest entirely within the Company's discretion.

104 Immigration Law Compliance

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed a Form I-9 with the company within the last three years, or if their previous Form I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

105 Employee Relations

If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their managers. Your immediate manager is responsible for your on-the-job wellbeing. It is his/her responsibility to answer your questions and inform you about the Company.

Our experience has shown that when employees deal openly and directly with their managers, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that the Company amply demonstrates its commitment to employees by responding effectively to employee concerns.

In an effort to protect and maintain direct employer/employee communications, we will resist organization, within applicable legal limits, and protect the right of employees to speak for themselves.

106 Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the Company will be based on merit, performance, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, genetic information or any other characteristic protected by law.

Any employee with questions or concerns about any type of discrimination in the workplace should promptly bring these issues to the attention of the Human Resources Manager, the Vice President of Operations, the Controller or the Company President. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

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109 Access to Personnel Files

The Company maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the Company and access to the information they contain is restricted. As a general rule, only managers who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own files should contact the Human Resources Department. With reasonable advance notice, employees may review their own personnel files in the Company's offices and in the presence of an individual appointed by the Company to maintain the files. Employees are not permitted to make copies of the personnel files. This review policy applies only to current employees. Former employees are not authorized to review personnel files.

110 PERSONAL DATA CHANGES

It is the responsibility of each employee to promptly notify the Company of any changes in personal data. Personal mailing address, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such information should be accurate and current at all times. If any personal data has changed, notify the Human Resources Department.

111 EMPLOYMENT APPLICATIONS

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other information presented throughout the hiring process and course of employment. Any misrepresentations, falsifications, or material omissions of any information or data provided by an individual may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

112 NON-DISCLOSURE AND CONFIDENTIAL INFORMATION

The protection of confidential business information and trade secrets is vital to the interests and the success of the Company. Employees may, by virtue of their employment with the Company, obtain access to sensitive, confidential, restricted and proprietary information about the Company and its customers, including, but not limited to, financial records, customer records, transactions, lists and files, referral or mailing lists, contracts, pricing, marketing strategies, computer records, programs and codes, pending projects and proposals, research and development strategies, technological data and similar information. Such confidential information shall be used solely by employees in the performance of their job duties for the Company and shall not be used in any other manner whatsoever. Employees shall not use, disclose, remove, copy, divulge or publish to others any such confidential information is the exclusive property of the Company and under no circumstances whatsoever shall employees have any right to use, disclose, remove, copy, divulge or publish to others such confidential information subsequent to the termination of their employment.

Employees who improperly use, disclose, remove, copy, divulge or publish trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. In addition, employees who violate this policy will be subject to legal action.

Upon termination of their employment, employees must deliver to the Company any and all confidential information, including all copies of such documents prepared or produced in connection with their employment with the Company pertaining to the Company's business or the employees' services for the Company, whether made or compiled by, or furnished to, the employees.

Outside comments and gossip concerning the operations of the Company are prohibited. It is absolutely essential that all transactions involving our customers be treated with the strictest of confidence. No customer or Company information should ever be revealed to unauthorized persons.

Please realize that in an open working environment such as ours, it may be possible for others to overhear you. Bear this in mind when talking with customers or fellow employees about personal or business matters. Let us maintain and respect the trust that our customers have placed in us. We want to keep their business.

113 NON-DISCLOSURE OF GENETIC INFORMATION

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members. In order to comply with this law, we ask that you not provide any genetic information when responding to requests for medical information. Genetic information, as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. If you have any questions regarding this policy, please contact the Human Resources Department.

201 WORK SCHEDULES

You will be expected to report for work as scheduled unless you have made prior arrangements with your manager. If you require time off for an emergency, contact your manager **immediately** for possible adjustment of the schedule. Your manager, at times, may have to make changes in the work schedule to meet operating needs. Advance notice of these changes will be given to you when possible.

202 OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. You will be expected to work overtime when necessary to meet customer or other demands. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the manager's prior authorization.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Non-exempt employees shall be paid time and one-half after 40 hours of actual work in a workweek. Overtime compensation will be based on hours worked only. Holidays, vacation, sick leave and other types of leave do not count towards the 40 hour weekly requirement since they do not represent hours worked by the employee.

203 PAY PERIOD - PAY DAY

The Company issues its semi-monthly payroll checks on the 15th and the 30th/31st days of the month. If these days fall on a weekend, checks are issued on the last business day prior to the 15th or 30th/31st.

If you would like your paycheck to be picked up by a relative or friend, that person must provide the Human Resources Department with a request signed by you for that purpose. Under no circumstances will the Company make advances against an employee's pay.

If you have any questions regarding your paycheck, or would like to change your withholdings, contact the Human Resources Department.

204 TIMEKEEPING

The Company maintains accurate time records in order to calculate employee pay and benefits. All non-exempt employees are required to follow Company rules regarding timekeeping. Altering, falsifying or tampering with time records, or recording time on another employee's time record, will result in disciplinary action, up to and including termination of employment.

The following rules apply to the use of the time clock:

- You should arrive at work early enough to clock in and begin work at your scheduled starting time. Absent prior approval from management, employees are not permitted to voluntarily begin work before their starting time or remain after their scheduled finishing time. No overtime, no matter how slight, may be worked without prior management approval.
- As a general rule, you should clock in and out within 5 minutes of your starting and finishing times.
- If you leave the building during a meal period, you are required to clock out when you leave and clock back in when you return. The same is true if you work a split shift or leave the work site for personal reasons.

205 ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the Company expects employees to be punctual and reliable in reporting for scheduled work. This is extremely important to the Company. You were employed to perform a job for the Company. When you are absent or tardy, it disrupts the work of the Company. Regardless of your reason for absence or tardiness, you must always notify your manager as far in advance as possible, but no later than your normal arrival time. Notification by employee must be to the employee's direct manager, not another employee. If, because of an emergency, you are unable to call your manager, you should have someone contact the manager on your behalf. In addition,

- Always give the specific reason for your absence or tardiness and when you expect to return.
- Unless it is an approved leave of absence, you must call in each day of your absence.

An absence will be considered to be unexcused unless proper notification is given. Although an absence may be unexcused, employees will be required to use available vacation leave to cover any absence not covered by sick leave. Each unexcused absence will result in a written warning. If a non-exempt employee has three unexcused absences during any six-month period, the employee will be suspended for three days without pay. If an employee has four unexcused absences during any six-month period, the employee will be terminated.

Any employee who is absent from work on a scheduled workday for two days without providing proper notification to the Company or who leaves the job during work hours without notifying his/her manager will be considered to have abandoned and voluntarily quit his/her job and will be removed from payroll.

An employee who is tardy for work more than once during any 3-month period will receive a written warning. If a non-exempt employee has three tardies during any 6-month period, the employee will be suspended for one day without pay. If a non-exempt employee has four tardies during any 6-month period, the employee will be suspended for two days without pay. If an employee has five tardies during any 6-month period, the employee will be terminated.

Excessive absenteeism or tardiness will not be accepted by the Company and will subject the employee to disciplinary action, up to and including termination of employment.

Progressive discipline steps related to employee misconduct are set forth in section 502 of this handbook. Please refer to that section for work rules and the consequences for violating them.

206 LUNCH BREAKS

Because of the work flow during lunch periods, it may be necessary for different departments to take lunch breaks for different lengths and at varying times. Your manager will tell you the time for your lunch period and the amount of time you may use. In some departments, there are no break periods, but you are permitted to carry refreshments to your place of work. Bottles and cups must be returned to the proper place.

207 PAYROLL DEDUCTIONS

The Company is required by federal and state laws to make certain tax deductions from your earnings. These deductions are transferred to the proper government departments by the Company. The records of your tax deductions are noted on the stub or statement of your paycheck. These deductions are based on the number of dependents you declare and whether you are married or single. To get the full benefit of your exemptions, report any change in your family status to the Human Resources Department. It is the Company's policy to comply with applicable wage and hours laws and regulations. The improper pay deductions specified in Title 29 of the Code of Federal Regulations § 541.602(a) may not be made from the pay of employees who are subject to the salary basis test under the Fair Labor Standards Act. If you are an exempt employee and you believe that any improper deduction has been made from your salary, please immediately contact the Human Resources Department.

Any complaint will be resolved within a reasonable time given all of the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and the Company will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

If you have any questions regarding your pay, please contact the Human Resources Department.

208 UNIFORMS

Upon completion of the introductory period, uniforms will be made available for all warehouse and delivery personnel. Cleaning is paid by the Company. Employees are responsible for replacement of any missing uniforms. All uniforms are to be turned in to the Company upon termination of employment.

209 Emergency Closing

At times, emergencies such as severe or inclement weather, fires, power failures or earthquakes, can disrupt company operations. In extreme cases, these may require the closing of a work facility.

When the decision is made AFTER the workday has begun, employees will receive official notification from their manager. In these situations, time off from scheduled work will be paid. When the decision to close is made BEFORE the workday has begun, time off from scheduled work will be unpaid. Employees are responsible for calling to see if the Company will be open. However, with manager approval, employees may use available paid leave time, such as unused vacation benefits.

210 OTHER EMPLOYMENT

If you wish to work part-time for another firm, you must discuss the matter with your manager prior to accepting the job. There may be a good reason why you should not accept the second job. By advising the manager of your plans, any problems may be avoided. If outside employment conflicts with the interests of the Company or adversely impacts an employee's job performance, the employee will be required to cease other employment or resign from the Company.

211 WORKERS' COMPENSATION

The Company provides and pays the entire cost of workers' compensation insurance to cover medical expenses resulting from injuries sustained while performing work on behalf of the Company. The benefits allowed are established in accordance with state laws. Employees who sustain work-related injuries or illnesses should inform their manager immediately. Arrangements will be made for medical attention. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. The manager shall immediately contact Human Resources to complete Form A-8, first report of injury. The manager is to gather necessary report information from the injured employee and/or any witnesses to the accident or illness.

212 Personal Appearance

Every day you have an opportunity to evaluate people that you do not really know by your "impression" of them. They get the same opportunity to evaluate you. To our customers and vendors, you are the Company. This is reflected in the way you greet them, the way you act, your professional manner and your overall appearance. For this reason, we ask that you observe the following:

Personal hygiene should include bathing, use of deodorant, keeping hands and fingernails clean, etc. Groom hair in a clean and neat style.

Employees are expected to wear either their assigned uniform or clean, pressed, presentable and appropriate clothing. Examples of inappropriate clothing include: shorts, skirts or pants worn below the waistline, exposed midriffs or undergarments, spandex, sweatpants, clothing of any kind promoting competitor products and/or inappropriate slogans, cartoons or drawings, etc. If your manager feels that your grooming or attire is inappropriate, you may be sent home to correct the situation. Non-exempt employees will not be paid for this time away from work.

Only hats provided by the Company may be worn. No other headgear may be worn by an employee. Your manager will inform you of your department apparel code.

213 TRAINING

As an employee of the Company, you may be expected to undergo both formal (classroom) and on-the-job training. This training will be documented and maintained in each employee's training record.

214 SMOKING PROHIBITION

Pursuant to the Arkansas Clean Indoor Act of 2006, smoking is prohibited in all enclosed areas of the Company. Smoking may be permitted in designated outside areas subject to the Company's discretion.

301 Employee Benefits

Eligible employees of the Company are provided a wide range of benefits. A number of the programs such as Social Security, workers' compensation, and unemployment insurance cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your manager can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Holidays
- Vacation Benefits
- Health, Dental and Life Insurance
- Benefits Continuation
- Paid Sick Leave
- Bereavement Leave
- Military Leave
- Jury Duty Leave
- 401(k) Retirement Savings Plan

Some benefit programs require contributions from the employee, but most are fully paid by the Company.

302 HOLIDAYS

All full-time employees who have been on the payroll for 30 calendar days prior to the holiday are eligible for holiday time off with pay. The Company will grant holiday time off with pay on the holidays listed below:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day and the Friday after Thanksgiving
- Christmas Day (December 25)

Holiday pay will be calculated based on the non-exempt employee's straight-time pay rate (as of the date of the holiday) times eight hours and will not include any special forms of compensation, such as incentives, commissions or bonuses. Holiday time off will not count as hours worked in computing overtime pay. If you are required to work on a holiday, you will be paid for hours worked plus the holiday pay, or you will be granted an alternate day off with pay, depending on operating requirements. If a holiday falls on Saturday or Sunday, the Company will designate, based on operating requirements, whether the holiday will be observed on the Friday before or the Monday following the holiday. In order to qualify for holiday pay, non-exempt employees must work the last scheduled work day before and the first scheduled work day following the holiday. Authorized absences on these days must be approved by your manager.

303 VACATION BENEFITS

Vacation time off with pay is available to full-time employees of the Company. Vacation time is intended to provide opportunities for rest, relaxation, and personal pursuits. Vacation time is paid at the employee's base pay rate at the time of the vacation. It does not include any special forms of compensation such as incentives, commissions or bonuses, or count as hours worked in computing overtime pay.

Vacations must be scheduled in advance and approved by your manager and documented on a "Time-Off Request Form." Every effort will be made to schedule vacations as requested. If conflicts occur in scheduling vacations, preference will be given to the employee with the longest period of continuous employment. New employees are not eligible to request vacation time off until they have been with the Company for one year of continuous service.

The amount of paid vacation leave full-time employees receive each year is based on the following schedule:

Until the full-time employee has been continuously employed for three years as of January 1st of any given year, the employee shall earn vacation at the rate of 3.33 hours per month.

If the full-time employee has been continuously employed for three years, but less than ten years, as of January 1st of any given year, the employee shall be entitled to 80 hours of paid vacation per year.

If the full-time employee has been continuously employed for ten years, but less than twenty years, as of January 1st of any given year, the employee shall be entitled to 120 hours of paid vacation per year.

If the full-time employee has been continuously employed for twenty years as of January 1st of any given year, the employee shall be entitled to 160 hours of paid vacation per year.

The status of each employee's vacation and sick leave accounts will be tracked on an individual "Absence Report". These reports will reflect activity on a calendar year basis. On January 1st each year (the "Valuation Date"), the prior calendar year's activity will be removed, with net unused vacation hours carried to the next calendar year's report. The maximum number of vacation hours which may be retained by the employee and carried to the next calendar year's report is 40 hours.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation and personal pursuits. Employees will not be paid for unused vacation time. Unused vacation time in excess of 40 hours cannot be carried over to the next year and will be forfeited.

If you resign after one year with the Company, or if your employment is terminated after one full year of service without cause, you will be paid any accumulated, but unused, vacation time. If you resign prior to one year with the Company or are terminated for cause, unused vacation time will not be paid.

304 Health & Life Insurance

Group insurance benefits are available for full-time employees only. You become eligible to participate on the first day of the month following two months of employment. Our insurance program provides medical (health), dental, vision, life and accidental death and dismemberment protection for you and your family. In order to participate in the group insurance program, you must satisfy the underwriting requirements of the applicable insurance plan. The employee's portion, if any, of the monthly premium shall be collected through payroll deductions during the month of coverage. Additional information regarding coverage, benefits and premium amounts is provided with your employment forms or may be obtained from the Human Resources Department.

305 BENEFITS CONTINUATION

The federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") gives employees and their qualified beneficiaries the opportunity to continue health, dental and/or vision insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours, or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Please contact the Human Resources Department for information regarding COBRA.

306 PAID SICK LEAVE

Paid sick leave is to be used by the employee to cover sickness of the employee, doctor and dentist appointments, medical tests, etc.

All full-time employees earn sick leave, as follows:

- No sick time is earned by an employee during the first four months of employment.
- After the fourth month of continuous employment, and prior to having one full year of continuous employment as of the first day of January, an employee earns five hours of sick time each month until he/ she has reached a maximum of 40 hours for any one calendar year. Employees are not eligible to use any paid sick leave until after they have been employed for one full year.
- Employees who have been continuously employed for one full year receive 40 hours of sick leave on January 1st of each year.

In no instance will an employee receive, or be entitled to use, more than 40 hours of paid sick leave during a calendar year.

A Time-Off Request Form must be turned in to the Human Resources Department with the authorizing signature from the employee's manager upon the employee's return to work. Absences due to sickness will be deducted from the employee's sick leave bank. The number of hours deducted will be equal to the number of hours absent. If an employee is only absent for a portion of a work day, the actual number of hours absent will be deducted from the employee's sick leave bank. Once an employee has used all available sick leave hours due to illness or other unscheduled absence, the employee is required to use as many available vacation leave hours as necessary to accommodate the total number of hours absent from work.

Except during the employee's first year of employment, sick time shall not be carried over from one calendar year to the next year. Unused sick time will not be paid under any circumstances.

Sick leave pay for a non-exempt employee will be calculated based on the employee's straight-time pay rate at the time of the absence. It will not include special forms of compensation, such as incentives, commissions or bonuses. Sick leave will not count as hours worked in computing overtime pay.

307 BEREAVEMENT LEAVE

An employee who has completed 90 days of full-time employment and who has had a death in his/her immediate family (spouse, parent, sibling or child) may be given three days off with pay (maximum of 24 hours) to travel, make arrangements and attend to family matters. Employees may be given one day off (eight hours) with pay for the death of a grandparent. Requests for bereavement leave are subject to management approval. A Time-Off

Request Form must be turned in to the Human Resources Department with authorizing signature from the employee's manager. Bereavement pay for non-exempt employees is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions or bonuses, or count as hours worked in computing overtime pay

308 MILITARY LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. You should be aware, however, that USERRA also contains certain obligations as to when you must report back to work depending on your length of service. As with other leaves of absence, employees who fail to return to work or reapply within two workdays of the leave expiration or other applicable time limits will be considered to have abandoned their jobs and voluntarily quit their employment with the Company. Contact the Human Resources Department for more information or questions about military leave.

309 JURY DUTY LEAVE

Employees will be permitted to take necessary time off to serve on jury duty. Non-exempt employees will not be paid by the Company for time off due to jury duty. Employees may use any available vacation benefits for time spent serving on a jury. Employees will be expected to report to work any time you are not actually serving on the jury.

Employees must show the jury duty summons and other court documentation to their manager as soon as possible so that arrangements can be made to accommodate the absence. The manager will then forward court documentation detailing the time spent serving on jury duty to the Human Resources Department for processing.

Either the Company or the employee may request the court to excuse the employee from jury duty if, in the Company's judgment, the employee's absence would create serious operational difficulties.

Vacation and holiday benefits will continue to accrue during jury duty leave.

Please contact the Human Resources Department if you have any questions regarding serving on a jury.

310 401(k) Retirement Savings Plan

The Company has established a 401(k) retirement savings plan to provide full-time employees the potential for future financial security.

To be eligible to participate, you must complete 12 months of service as a full-time employee and be 21 years of age or older. You may join the plan only during open enrollment periods. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan.

The 401(k) plan allows you to elect how much salary you want to contribute so you can tailor your own retirement package to meet your individual needs. The Company may also contribute an additional matching amount to each employee's 401(k) contribution within the limits set forth in the Summary Plan Description.

Because your contribution to a 401(k) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 401(k) distributions.

Complete details of the 401(k) retirement savings plan are described in the Summary Plan Description provided to eligible employees. Contact the Human Resources Department for more information about the 401(k) plan.

401 DRUG AND ALCOHOL USE

It is the Company's desire to provide a safe, healthful and drug and alcohol free workplace. To promote this goal, employees are required to report to work in an appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on the Company's premises and while conducting business-related activities off the Company's premises, no employee may use, possess, distribute, sell, or be under the influence of illegal drugs. The legal use of prescribed and over-the-counter drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including termination of employment. Such violations may also have legal consequences.

Full-time employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program.

402 Drug and Alcohol Testing

To help ensure a safe and healthful work environment, the Company requires drug and alcohol testing in the following situations:

- (a) Any employee who is involved in a work-related accident resulting in personal injury or property damage will be required to submit to drug and alcohol testing, immediately following the accident. If the test is positive, or if the employee refuses to submit to the testing, the employee will be immediately discharged.
- (b) Any employee whose conduct leads to the injury of another person will be required to submit to drug and alcohol testing. If the test is positive, or if the employee refuses to submit to the testing, the employee will be immediately discharged.
- (c) Any employee who appears to be in possession or under the influence of drugs or alcohol will be required to submit to drug and alcohol testing. If the test is positive, or if the employee refuses to submit to the testing, the employee will be immediately discharged. Another Company employee will drive the employee to the drug and alcohol test. Refusal by the employee to be driven to the drug and alcohol test by another Company employee will result in termination.

All drug and alcohol tests will be performed based on a urine specimen taken at the collection site. The collection is performed so that the employee has privacy. All drug and alcohol testing procedures provide safeguards for the validity of testing, integrity of the collection and testing process and reliability that the results are attributed to the correct employee. The employee may confidentially disclose to the Medical Review Officer ("MRO") any prescription drugs that the employee has taken that might interfere with an accurate test result. The employee shall supply written documentation that validates a medical reason for the drug use to the MRO for review and analysis. The MRO will review all test results which are not a true negative.

After the employee is advised of a positive test result, the employee has 72 hours in which to challenge the results and request additional testing of the original sample. The employee shall be responsible for payment of all costs associated with this second test.

Questions concerning this policy or its administration should be directed to the Human Resources Department.*

*Commercial drivers are subject to Printing Papers substance abuse and drug and alcohol testing policy for employees required to possess a commercial driver's license. This policy is provided to all commercial drivers.

403 SAFETY

To assist in providing a safe and healthful work environment for employees, customers and visitors, the Company has established a workplace safety program. This program is a top priority for the Company. The Vice President of Operations has responsibility for implementing, administering, monitoring and evaluating the safety program. This program addresses all aspects of employee health and safety including, but not limited to, fire extinguisher use, forklift training, hazard communication and energy source hazards. Its success depends on the alertness and personal commitment of all employees.

The Company provides information to employees about workplace safety and health issues through regular internal communication channels such as manager-employee meetings, employee training, bulletin board postings, memos or other written communications.

Some of the best safety improvement ideas come from employees. Employees with ideas, concerns or suggestions for improved safety in the workplace are encouraged to bring them to the attention of their manager, the Vice President of Operations or any other member of management. Reports and concerns about workplace safety issues can be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate manager. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Vice President of Operations or their manager. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

501 Employee Conduct and Work Rules

The Company will not tolerate misconduct. Misconduct means conduct, whether by act or omission, which fails to meet the Company's expectations or requirements. This includes any violation of rules and regulations, unsatisfactory work performance which is caused by something other than a lack of capacity or ability, and off-duty behavior which adversely affects the employment relationship. To ensure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Company.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that will result in disciplinary action, up to and including termination of employment:

- Revealing, disclosing or making available any confidential or proprietary information to unauthorized persons
- Theft or unauthorized/inappropriate removal or possession of Company property or property of others
- · Intentionally defacing, damaging or destroying Company property or property of others
- Possession of dangerous or unauthorized materials, such as weapons, explosives, ammunition or firearms, on Company premises
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs on Company premises, or while operating Company owned vehicles or equipment
- Failure to be at workstation at starting time or leaving workstation prior to the designated quitting time
- Insubordination or other disrespectful conduct
- · Falsification of timekeeping, personnel or other Company records
- Fighting, threatening violence or intimidating employees at anytime
- Violation of safety or health rules
- Leaving work without authorization (considered voluntary resignation)
- Boisterous or disruptive activity in the workplace
- Unauthorized use of delivery vehicles or non-employees in delivery vehicles without prior authorization from Vice President of Operations or Company President
- Failure to perform work as assigned or required
- Unlawful harassment
- Use of obscene or abusive language, fighting and other objectionable conduct
- Unauthorized solicitation on Company premises
- Distribution of non-Company literature, written or printed matter, or the posting or removal of notices or signs of any description on Company premises without management approval
- Smoking in unauthorized areas
- Extended personal telephone calls or personal visits
- Unauthorized use of Company tools or equipment, including telephones
- Performing personal work on Company property without management approval
- Negligence or carelessness resulting in waste or damage to Company property or equipment
- Unexcused refusal to work overtime
- · Failure to immediately report damage to, or an accident involving, Company equipment
- Wasting time, loitering or sleeping on the job
- Failure to report promptly an injury or work-related illness which occurred during the course of employment
- Gambling on Company property
- Unsatisfactory performance or conduct
- Talking, texting or emailing on a cell phone or other wireless device while driving a Company vehicle or operating machinery

Employment with the Company is at the mutual consent of the Company and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. The Company reserves the absolute right to change these rules and guidelines without prior notice to, or consultation with, the employee.

502 PROGRESSIVE DISCIPLINE

The purpose of this policy is to state the Company's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The Company strives to ensure fair treatment of all employees and to make certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for excellent service in the future. By using progressive discipline, the Company hopes that most employee problems can be corrected at an early state, benefitting both the employee and the Company.

Disciplinary action for conduct and work rules violations may call for any of the following steps – a first written warning, a second written warning, suspension for three days (unpaid for non-exempt employees) or termination of employment – depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. Any employee who is disciplined three times for violating conduct and work rules (i) within a 12-month period or (ii) for the same offense within a 24-month period shall be terminated.

All attendance and punctuality issues will be governed by the provisions of section 205 of this handbook.

The Company recognizes that there are certain types of employee problems that are serious enough to justify either immediate suspension or termination of employment, without going through progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the following are examples of infractions which will result in immediate termination:

- Revealing, disclosing or making available any confidential or proprietary information to unauthorized persons
- Theft or unauthorized/inappropriate removal of Company property or the property of others
- Intentionally defacing, damaging or destroying Company property or the property of others
- Illegal or unauthorized possession of weapons, ammunitions, explosives or firearms
- Reporting to work or working under the influence of alcohol or illegal drugs, possessing alcohol or illegal drugs, selling or using alcohol or illegal drugs while on Company premises
- Leaving work without authorization (considered to be a voluntary resignation)
- Insubordination or other disrespectful conduct
- Falsification of timekeeping, personnel or other Company records
- Fighting or threatening violence in the workplace
- Serious violation of safety rules
- Other infractions deemed by the Company to be of such a serious nature that immediate termination is required

The Company reserves the absolute right to change these rules and guidelines without prior notice to, or consultations with, the employee.

Employment with the Company is based on mutual consent and both the employee and the Company have the right to terminate employment at will, with or without cause or advance notice.

503 UNLAWFUL HARASSMENT

Harassment of any type (sexual, racial or otherwise) is strictly prohibited by the Company. The Company specifically prohibits and has absolutely no tolerance for any form of harassment, discrimination or unprofessional conduct on the part of its employees. It is expected that all employees will treat each other with dignity and respect. Violation of this policy will subject an employee to disciplinary action, up to and including termination. It is not possible to describe or define all types of harassment. However, harassment includes verbal or physical conduct that belittles or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, national origin, age, disability or genetic information, and that (i) has the purpose or effect of creating an intimidating, hostile or offensive working environment, (ii) has the purpose or effect of unreasonably interfering with an individual's work performance, or (iii) otherwise adversely affects an individual's employment opportunities. Inappropriate verbal or physical conduct includes, but is not limited to, (i) epithets, slurs, negative stereotyping or threatening, intimidating or hostile acts that relate to race, color, religion, sex, national origin, age, genetic information or disability, (ii) written or graphic material that belittles or shows hostility or aversion toward an individual or group because of race, color, religion, sex, national origin, age or disability and that is placed on walls, bulletin boards, or elsewhere on the Company's premises or circulated in the workplace and (iii) sexual advances, requests for sexual favors, unwelcome or offensive touching, and other verbal, graphic or physical conduct of a sexual nature.

If you feel that you are being harassed in any way by another employee or by a customer or vendor, it is your absolute right and obligation to promptly make your feelings known to Sherree DeWitt, Human Resources Manager; James Priest, Vice-President of Operations; Amelia Glass, Controller; or Bing Priest, Company President. The matter will be thoroughly investigated and, where appropriate, disciplinary action will be taken, up to and including termination. Once the investigation has been completed, you will be informed of the outcome. You will not be penalized in any way for reporting such conduct concerning yourself or another person. Reprisals against any employee reporting an allegation of harassment will not be tolerated. To the extent possible, information will be kept confidential.

Do not assume that the Company is aware of your problem. It is your responsibility to bring information, complaints and/or concerns to the Company's attention so that we can take action to resolve the problem.

504 Resignation-Termination

We hope that your association with the Company will be enjoyable, productive and beneficial to you and the Company. However, changes do occur. If you decide to leave your employment with the Company, please notify your manager as soon as possible of your decision to resign. Benefits and privileges terminate on your last day of work.

505 Performance Evaluation and Salary Review Program

Managers and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations may be conducted to provide both managers and employees the opportunity to discuss job tasks, identify and correct weaknesses, recognize and encourage strengths and discuss positive, purposeful approaches for meeting goals. Since these discussions are meant to be helpful to you personally, it is requested that you bring up any points or suggestions that will aid you in the performance of your job and contribute to the advancement of the Company.

Your performance will normally be evaluated once a year. Any adjustment in salary/hourly rate will be based on both your performance evaluation and the performance of the Company. A written evaluation will be prepared and signed by your manager. All managers will review each employee's performance evaluation with James Priest, Vice-President of Operations, prior to that evaluation being given to the employee. All sales evaluations will be done by Bing Priest. You will also be asked to sign the report, to acknowledge having had the review and to ensure that you know what has been recorded in your file relative to your job performance.

601 Use of Telephones

Since the telephone is the Company's primary contact with many of our customers and vendors, we have established a number of policies and procedures for its use to ensure the best possible relationship with them. A well-handled telephone inquiry may help retain a customer, encourage new business or facilitate existing business. It all depends on what you say and the way you say it. For your information and guidance, current telephone policies and procedures are listed below:

- The telephone will always be answered in a courteous and pleasant tone of voice.
- The telephone will always be answered, "(your name and department)."
- Personnel answering the telephone shall make every effort to be helpful.
- Do not keep the caller waiting unnecessarily. If you must obtain information which will take time, take a number and return the call.

602 SOLICITATION

Solicitations shall not be made without written authorization and shall not be conducted during periods you should be working or periods the persons you are soliciting should be working. Anyone wishing to make a solicitation for funds is required to obtain prior written authorization from the Human Resources Department. All authorized solicitations must be made during lunch or break periods or before and after work. Employee donations or signatures for any purpose must be on a purely voluntary basis free from pressure of any kind.

603 Parking

A parking lot has been reserved for you in order to allow convenient access to your building. It is important that you keep your car locked as the Company does not assume responsibility for lost articles or damage. No speeding, haphazard parking, or loitering will be tolerated. The parking lot is considered Company property and should be treated accordingly.

604 COMMUNICATION RESOURCES USE POLICY

PURPOSE

The Company relies on its computer systems and other Communication Resources to conduct its business. To ensure that its computer systems and other Communication Resources are used properly by its employees, independent contractors, agents, and any other users, the Company has created this Communication Resources Use Policy. The rules and obligations described in this policy apply to all users of the Company's computer network, wherever they may be located. Violations will be taken very seriously and may result in disciplinary action, including possible termination, and civil and criminal liability. It is every employee's duty to use the Company's Communication Resources responsibly, professionally, ethically, and lawfully.

DEFINITIONS

- The term "Communication Resources" refers to the Company's entire computer network and telephone equipment. Specifically, Communication Resources include, but are not limited to: telephones, cellular phones, wireless devices, host computers, file servers, application servers, communication servers, mail servers, fax servers, Web servers, workstations, stand-alone computers, laptops, computer systems, software, data files, all internal and external computer and communications networks (for example, Internet, commercial online services, value-added networks, e-mail systems) that may be accessed directly or indirectly from our computer network.
- The term "users" refers to all employees, independent contractors, consultants, temporary workers, and other persons or entities who use our Communication Resources.

POLICY

Communication Resources are the property of the Company and are provided for use in legitimate business purposes. Users are permitted access to communication resources to assist them in performance of their jobs. Use of Communication Resources is a privilege that may be revoked at any time.

In using or accessing our Communication Resources, users must comply with the following provisions:

A. NO EXPECTATION OF PRIVACY

<u>No expectation of privacy</u>. Communication Resources are provided to users to assist them in performance of their jobs. Users do not have an expectation of privacy in anything they create, store, send, or receive or in any conversations they have on Communication Resources.

<u>Waiver of privacy rights</u>. Users expressly waive any right of privacy in anything they create, store, send, or receive or in any conversations they have on Communications Resources.

B. APPROPRIATE USE OF COMMUNICATION RESOURCES

<u>Business use and limited personal use.</u> Communication Resources are provided for business-related purposes and are a privilege. Any personal use must be kept to a minimum and should at all times be tempered by common sense and good judgment. If a user abuses his or her right to use Communication Resources, they may be taken away from him or her. In addition, he or she may be subject to disciplinary action, including possible termination, and civil and criminal liability.

<u>Truthful and accurate communications.</u> Users of Communication Resources should endeavor to make each communication truthful and accurate. They should use the same care in drafting e-mail and other electronic documents as they would for any other written communication. Users should keep in mind that anything created or stored on the computer system and other Communication Resources may, and likely will, be reviewed by others.

C. MONITORING OF COMMUNICATION RESOURCES

<u>Consent to monitoring</u>. The Company reserves the right to monitor any and all aspects of its Communication Resources, including use of e-mail, Internet, and telephones, for legitimate business purposes such as investigation of employee misconduct, protection of Company assets, evaluation of employee productivity, and protection against security risks. Users understand that the Company may use human or automated means to monitor use of its Communication Resources

Users consent to this monitoring, which includes allowing personnel of the Company to access and review phone communications and any materials users create, store, send, or receive on the computer or through the Internet or any other computer network. Access and review of such phone and/or computer communications will primarily occur only as part of an investigation of suspected employee misconduct. However, the Company reserves the right to access and review phone and/or computer communications at any time and for any reason.

D. PROHIBITED ACTIVITIES

<u>Inappropriate or unlawful material</u>. Use of Communication Resources for sending, receiving, storing, downloading, displaying, printing, or otherwise disseminating material that is sexually explicit, profane, obscene, intimidating, harassing, defamatory, fraudulent, or otherwise unlawful or inappropriate is strictly prohibited. Users encountering or receiving this kind of material should immediately report the incident to their managers, the Human Resources Department, or a member of management.

<u>Prohibited uses.</u> Without prior written permission from the president of the Company, Communication Resources may not be used for dissemination or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (that is, viruses or self-replicating code), political material, or any other unauthorized use.

<u>Waste of Communication Resources</u>. Users may not deliberately perform acts that waste Communication Resources or unfairly monopolize resources to the exclusion of others without authorization from management. These acts include, but are not limited to, sending mass mailings or chain letters, sending unsolicited e-mail ("spamming"), spending excessive amounts of time on the Internet or using e-mail, playing games, engaging in online chat groups, social networks, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this sort may not be downloaded unless they are business-related or such downloading is authorized by management.

<u>Misuse of software</u>. Without prior written authorization from the president of the Company, users may not do any of the following: (1) copy software for use on their home computers, (2) provide copies of software to any independent contractors or clients of the Company or to any third party, (3) install software on any Company workstation or server, (4) download any software from the Internet or other online service to any Company workstation or server, (5) modify, revise, transform, recast, or adapt any software, or (6) reverse-engineer, disassemble, or decompile any software. Users who become aware of any misuse of software or violation of copyright law should immediately report the incident to their managers or a member of management.

<u>Communication of trade secrets.</u> Unless expressly authorized by the president of the Company, sending, transmitting, or otherwise disseminating proprietary data, trade secrets, or other confidential information of the Company in any manner is strictly prohibited. Unauthorized dissemination of this information may result in substantial civil liability as well as severe criminal penalties under the Economic Espionage Act of 1996.

<u>Violation of law.</u> Users may not violate any state, federal, or international law in their use of Communication Resources.

E. PASSWORDS

<u>Responsibility for passwords</u>. Users are responsible for safeguarding their passwords for access to the computer system. Users are responsible for all transactions made using their passwords. No user may access the computer system with another user's password or account without prior authorization.

<u>Passwords do not imply privacy</u>. Use of passwords to gain access to the computer system or to encode particular files or messages does not imply that users have an expectation of privacy in the material they create or receive on the computer system. The Company has global passwords that permit it to access all material stored on its computer system regardless of whether that material has been encoded with a particular user's password.

F. SECURITY

<u>Accessing other users' files</u>. Users may not alter or copy a file belonging to another user without first obtaining permission from the owner of the file. Ability to read, alter, or copy a file belonging to another user does not imply permission to read, alter, or copy that file. Users may not use the computer system to "snoop" or pry into the affairs of other users by unnecessarily reviewing their files and e-mails.

<u>Accessing other computers and networks</u>. A user's ability to connect to other computer systems through the network or by a modem does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the operators of those systems.

<u>Computer Security</u>. Each user is responsible for ensuring that use of outside computers and networks, such as the Internet, does not compromise the security of the Company's Communication Resources. This duty includes taking reasonable precautions to prevent intruders from accessing the Company's network without authorization and to prevent introduction and spread of viruses.

G. VIRUSES

<u>Virus detection</u>. Files obtained from sources outside the Company, including disks brought from home; files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage the Company's computer network. Each user is responsible for taking reasonable precautions to ensure that he or she does not introduce viruses into the Company's Communication Resources. All material received on floppy disk or other magnetic or optical medium and all material downloaded from the Internet, including e-mail attachments, or from computers or networks that do not belong to the Company MUST be scanned for viruses and other destructive programs before being placed onto the computer system. If a user suspects that a virus has been introduced into the Company's computer system, he or she must notify his or her manager or a member of management immediately.

<u>Accessing the Internet</u>. To ensure security and avoid the spread of viruses, users accessing the Internet through a computer attached to the Company's network must do so through an approved Internet firewall. Accessing the Internet directly, by modem, is strictly prohibited unless the user's computer is not connected to the Company's network.

H. ENCRYPTION SOFTWARE

<u>Use of encryption software</u>. Users may not install or use encryption software on any of the Company's computers without first obtaining written permission from the Vice President of Operations. Users may not use passwords or encryption keys that are not authorized by management.

<u>Export restrictions</u>. The federal government has imposed restrictions on export of programs or files containing encryption technology, such as e-mail programs that permit encryption of messages and electronic commerce software that encodes transactions. Software containing encryption technology is not to be placed on the Internet or transmitted in any way outside the United States without prior written authorization from the President of the Company.

I. MISCELLANEOUS

<u>Disclaimer of liability for Internet use</u>. The Company is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material.

In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk.

<u>Blocking of inappropriate content</u>. The Company may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Company networks. In the event a user nonetheless encounters inappropriate or sexually explicit material while browsing the Internet, immediately disconnect from the site, regardless of whether the site was subject to Company blocking software.

<u>Altering attribution information</u>. Employees must not alter the "From:" line or other attribution of origin information in e-mail messages or postings. Anonymous or pseudonymous electronic communications are forbidden. Employees must identify themselves honestly and accurately when sending e-mail or communicating online.

<u>Compliance with applicable laws and licenses</u>. In their use of Communication Resources, users must comply with all software licenses, copyrights, and all other state, federal, and international laws governing intellectual property and online activities. Users may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of the president of the Company.

<u>Other policies applicable</u>. In their use of Communication Resources, users must observe and comply with all other policies and guidelines of the Company.

<u>Amendments and revisions</u>. This Policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions.

No additional rights. This Policy is not intended to, and does not grant, users any contractual rights.

605 INSPECTIONS AND SEARCHES

The Company reserves the right to inspect or search any vehicle, pocket, package, clothing, purse, toolbox, lunch box, parcel or other container brought onto the Company premises. Employees are expected to cooperate in the event of such an inspection or search. Refusal to cooperate will result in disciplinary action, up to and including termination of employment.

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State of Arkansas DEPARTMENT OF HUMAN SERVICES 700 South Main Street P.O. Box 1437 / Slot W345 Little Rock, AR 72203

ADDENDUM 2

TO: All Addressed Vendors FROM: Office of Procurement DATE: February 27, 2023 SUBJECT: 710-23-0043 Blank Envelopes

The following change(s) to the above referenced IFB have been made as designated below:

- X Change of specification(s)
- _____ Additional specification(s)
- X Change of bid opening date and time
- Cancellation of bid

_____ Other

CHANGE OF BID OPENING DATE/TIME

- Bid submission deadline date and time has changed to: March 2, 2023, at 1:00 pm CST
- Bid opening date and time has changed to: March 2, 2023 @ 2:00 pm CST

CHANGE OF SPECIFICATIONS

 <u>2.5.1.2 remove and replace with the following:</u> On a quarterly basis, quantities are estimated as follows: #10 500,000 9 x 12 5,000

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Nawania Williams, at <u>DHS.OP.Solicitations@dhs.arkansas.gov</u> or (501) 320-6511.

<u>pers Inc</u> <u>2.27.23</u> Date