

Notice of Blanket Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	BAY STATE ENVELOPE INC 440 CHAUNCY STREET MANSFIELD, MA 02048 United States
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ENVELOPES, MPA # 49	
Award Number	3476920
Revision Number	0
Effective Period	01-AUG-2016 - 30-JUN-2017
Approved PO Date	02-AUG-2016
Vendor Number	80-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Change Order Requisition Number	
Solicitation Number	7550546
Freight	Paid
Payment Terms	NET 30
Buyer	- Cowell Jr, John
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

MPA-49 - ENVELOPES

BLANKET REQUIREMENTS
 8/1/16 - 6/30/17

WITH (2) ONE YEAR OPTIONS TO RENEW AT THE SOLE DISCRETION OF THE STATE.

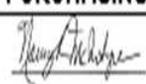
ANNUAL INCREASES WILL BE LIMITED TO THE LESSER OF 3% OR THE DOCUMENTED PERCENTAGE INCREASE PER LINE ITEM PASSES TO THE SUPPLIER FROM THEIR PROVIDER(S).

SUPPLIER CONTACT:
 DAVID LUONGO
 800-462-6220

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

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STATE PURCHASING AGENT
 Nancy R. McIntyre

508-337-8990 FAX

ALL ORDERS ARE F.O.B. DESTINATION.

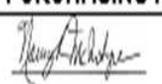
DELIVERY: 2-3 DAYS A.R.O.
 DELIVERY: STOCKED 2 DAYS

Line	Description	Unit	Unit Price (USD)
1	MPA-49 FY17 #93 9 1/2" X 12 1/2" 100/BOX - RECYCLED PAPER - MFG/BRAND: CENVEO STOCK #: OECL9028BKR CONTENT %: 10 PRE: LINE ITEM 18	Thousand	13
2	MPA-49 FY17 #93 9 1/2" X 12 1/2" 100/BOX - REGULAR PAPER - MFG/BRAND: CENVEO STOCK #: OECL9028BK: LINE ITEM 11	Thousand	11
3	MPA-49 FY17 #75 7 1/2" X 10 1/2" 100/BOX - RECYCLED PAPER - - MFG/BRAND: CENVEO STOCK #: OECL6528BKR - CONTENT %: 10 PRE: LINE ITEM 9	Thousand	9
4	MPA-49 FY17 #75 7 1/2" X 10 1/2" 100/BOX - REGULAR PAPER - - MFG/BRAND: CLASSIS/LANDMARK STOCK #: C90WDS24WRDUP CONTENT %:100/30 PC/100 PRE: LINE ITEM 15	Thousand	10
5	MPA-49 FY17 6"X9-1/2" OPEN SIDE SEAM (NOT DIAGONAL) 24LB WHITE BOOKLET, POLY/DOUBLE WINDOW; TOPWINDOW 1"X3-3/8, 3/4"/LEFT, 4-1/4" / BOTT; BOTT WINDOW: 1-1/4"X3-3/4", 1/2" /LEFT, 2-1/2"/BOTT; 1" THROUGHT; 1-7/8 FLAP, RECY PAPER: LINE ITEM 46	Thousand	36
6	MPA-49 FY17 BROWN KRAFT 1ST CLASS REGULAR MAILERS CATALOG STYLE, 24# WITHOUT CLASP - RECYCLED PAPER - MFG/BRAND: CENVEO STOCK #: Z9999 CONTENT %: 10 PRE: LINE ITEM 42	Thousand	97
7	MPA-49 FY17 BROWN KRAFT 1ST CLASS REGULAR MAILERS, CATALOG STYLE, 24# WITHOUT CLASP - RECYCLED PAPER MFG/BRAND: CENVEO STOCK #: Z9999 CONTENT %: 10 PRE: LINE ITEM 40	Thousand	97
8	MPA-49 FY17 10" X 13" BROWN KRAFT CATALOG REGULAR ENVELOPE WITHOUT CLASP, 24# - RECYCLED PAPER MFG/BRAND: CENVEO STOCK #: 0E9528BKR CONTENT %: 10 PRE: LINE ITEM 38	Thousand	72.5
9	MPA-49 FY17 10" X 13" BROWN KRAFT CATALOG REGULAR ENVELOPE WITHOUT CLASP, 24# MFG/BRAND: CENVEO STOCK #: 0E9528BK: LINE ITEM 37	Thousand	69.5
10	MPA-49 FY17 9" X 12" BROWN KRAFT CATALOG REGULAR ENVELOPE WITHOUT CLASP, 24# - RECYCLED PAPER MFG/BRAND: CENVEO STOCK #: 0E8028BKR CONTENT %: 10 PRE: LINE ITEM 36	Thousand	57.5
11	MPA-49 FY17 9" X 12" BROWN KRAFT CATALOG REGULAR ENVELOPE WITHOUT CLASP, 24# MFG/BRAND: CENVEO STOCK #: 0E8028BK: LINE ITEM 35	Thousand	54.05

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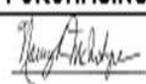
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Line	Description	Unit	Unit Price (USD)
12	MPA-49 FY17 4-1/2"X7 1/2" WIND REGULAR ENVELOPE, 24# WHITE WINDOW SIZE, (1" X 3 3/4"), 3/4" FROM BOTT, 7/8" /THE LEFT SIDE, DIAGONAL SEAM, COMM FLAP-RECY PAPER-MFG/BRAND: CLASSIS/LANDMARK STOCK:Z9999 CONTENT:100/30PC/10 PRE: LINE ITEM 34	Thousand	50
13	MPA-49 FY17 4 1/2" X 7 1/2" WINDOW REGULAR ENVELOPE, 24# WHITE. WINDOW SIZE, (1" X 3 3/4"), 3/4" FROM BOTTOM, 7/8" FROM THE LEFT SIDE, DIAGONAL SEAM, COMMERCIAL FLAP: MFG/BRAND: CENVEO STOCK #: Z9999: LINE ITEM 33	Thousand	48
14	MPA-49 FY17 #10 PINK WOVE, 24# REGULAR ENVELOPE - COMMERCIAL FLAP - RECYCLED PAPER: MFG/BRAND: CLASSIC/LANDMARK STOCK#: C90RDS 24 PINK CONTENT%: 30: LINE ITEM 26	Thousand	19.55
15	MPA-49 FY17 #10 BLUE WOVE, 24# REGULAR ENVELOPE - COMMERCIAL FLAP - RECYCLED PAPER: MFG/BRAND: CLASSIC/LANDMARK STOCK#: C90RDS 24 BLUE CONTENT%: 30: LINE ITEM 25	Thousand	19.55
16	MPA-49 FY17 #9 BLUE WOVE, 24# REGULAR ENVELOPE - COMMERCIAL FLAP - RECYCLED PAPER: MFG/BRAND: CLASSIC/LANDMARK STOCK#: C90RDS 24 BLUE CONTENT%: 30 PC/10 PRE: LINE ITEM 24	Thousand	18.5
17	MPA-49 FY17 #9 GREEN WOVE, 24# REGULAR ENVELOPE - COMMERCIAL FLAP - RECYCLED PAPER: MFG/BRAND: CLASSIC/LANDMARK STOCK#: C90RDS 24 GREEN CONTENT%: 30 PC/10 PRE: LINE ITEM 23	Thousand	18.5
18	MPA-49 FY17 CATALOG ENVELOPE, WHITE, 9 1/2 X 12 1/2, 28 LB. REGULAR COMMERCIAL GLUED FLAP - RECYCLED PAPER: MFG/BRAND: CENVEO STOCK#: OE9028WR CONTENT%: 100/30PC/10PRE: LINE ITEM 22	Thousand	57
19	MPA-49 FY17 ENVELOPE, WHITE, 9 1/2 X 12 1/2, 28 LB., REGULAR COMMERCIAL GLUED FLAP - REGULAR PAPER MFG/BRAND: CENVEO STOCK#: OE9028WW: LINE ITEM 21	Thousand	55
20	MPA-49 FY17 CATALOG ENVELOPE, BROWN KRAFT, 9 1/2 X 12 1/2, 28 LB., REGULAR COMMERCIAL GLUED FLAP - RECYCLED PAPER MFG/BRAND: CENVEO STOCK#: OE9028BKR CONTENT%: 10 PRE: LINE ITEM 20	Thousand	59
21	MPA-49 FY17 CATALOG ENVELOPE, BROWN KRAFT, 9 1/2 X 12 1/2, 28 LB., REGULAR COMMERCIAL GLUED FLAP - REGULAR PAPER MFG/BRAND: CENVEO STOCK#: OE9028WR CONTENT%: 100/30PC/10PRE: LINE ITEM 19	Thousand	57
22	MPA-49 FY17 #11 WHITE WOVE, 24# WINDOW ENVELOPES, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - RECYCLED PAPER MFG/BRAND: CLASSIC/LANDMARK STOCK#: C95WDS24WR CONTENT%: 100/30PC/10PRE: LINE ITEM 14	Thousand	30
23	MPA-49 FY17 #11 WHITE WOVE, 24# WINDOW ENVELOPES,	Thousand	27

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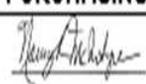
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Line	Description	Unit	Unit Price (USD)
	PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - REGULAR PAPER MFG/BRAND: CENVEO/PRINTMASTER STOCK#: CR95WDS24WW: LINE ITEM 13		
24	MPA-49 FY17 #11 WHITE WOVE, 24# ENVELOPES, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - RECYCLED PAPER MFG/BRAND: CLASSIC/LANDMARK STOCK#: CR95RDS24WR CONTENTS%: 100/30PC/10 PRE: LINE ITEM 12	Thousand	25.24
25	MPA-49 FY17 #11 WHITE WOVE, 24# ENVELOPES, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - REGULAR PAPER MFG/BRAND: CLASSIC/LANDMARK STOCK#: CR95RDS24WW: LINE ITEM 11	Thousand	23
26	MPA-49 FY17 #10 WHITE WOVE, 24# POLYSTANDARD WINDOW ENVELOPE WITH SECURITY SCREEN TINT INSIDE, PRESS READY-DIAGONAL SEAM/COMM FLAP-RECYC PAPER MFG/BRAND: CLASSIC/LANDMARK STOCK#: C90WDS24WRDUP CONTENTS%: 100/30PC/100 PRE: LINE ITEM 10	Thousand	19.4
27	MPA-49 FY17 #10 WHITE WOVE, 24# POLYSTANDARD WINDOW ENVELOPE WITH SECURITY SCREEN TINT INSIDE, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - REGULAR PAPER MFG/BRAND: CENVEO/PRINTMASTER/LANDMARK STOCK#: C90WDS24DUP: LINE ITEM 9	Thousand	18
28	MPA-49 FY17 #10 WHITE WOVE, 24# WINDOW ENVELOPES, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - RECYCLED PAPER MFG/BRAND: CLASSIC//LANDMARK STOCK#: C90WDS24WR CONTENT %:100/30 PC/10 PRE: LINE ITEM 8	Thousand	17
29	MPA-49 FY17 #10 WHITE WOVE, 24# WINDOW ENVELOPES, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - REGULAR PAPER: MFG/BRAND: CENVEO/LANDMARK STOCK: C90WDS24WR CONTENT %:100/30PC/10 PRE: LINE ITEM 7	Thousand	15.9
30	MPA-49 FY17 #10 WHITE WOVE, 24# ENVELOPES, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - RECYCLED PAPER MFG/BRAND: CLASSIC/LANDMARK STOCK#: C90RDS24WR CONTENT%: 100/30PC/10 PRE: LINE ITEM 6	Thousand	15.45
31	MPA-49 FY17 #10 WHITE WOVE, 24# ENVELOPES, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - REGULAR PAPER MFG/BRAND: CENVEO/PRINTMASTER STOCK#: C90WDS24WW: LINE ITEM 5	Thousand	14.25
32	MPA-49 FY17 #9 WHITE WOVE, 24# WINDOW ENVELOPES, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - RECYCLED PAPER MFG/BRAND: CLASSIC/LANDMARK STOCK#: C80WDS24WR CONTENT%: 100/30PC/10 PRE: LINE ITEM 4	Thousand	19.7
33	MPA-49 FY17 #9 WHITE WOVE, 24# WINDOW ENVELOPES, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP -	Thousand	16.25

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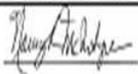
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Line	Description	Unit	Unit Price (USD)
	REGULAR PAPER MFG/BRAND: CENVEO/PRINTMASTER STOCK#: C80WDS24WR: LINE ITEM 3		
34	MPA-49 FY17 #9 WHITE WOVE, 24# ENVELOPES, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - RECYCLED PAPER MFG/BRAND: CLASSIC/LANDMARK STOCK#: C80RDS24WR CONTENT%: 100/30PC/10 PRE: LINE ITEM 2	Thousand	16.7
35	MPA-49 FY17 #9 WHITE WOVE, 24# ENVELOPES, PRESS READY - DIAGONAL SEAM/COMMERCIAL FLAP - REGULAR PAPER MFG/BRAND: CENVEO/PRINTMASTER STOCK#: C80RDS24WW: LINE ITEM 1	Thousand	14.4

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Contract Terms and Conditions

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

PARTIAL PAYMENTS

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).