

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	ACME BOOKBINDING CO INC PO BOX 290699 CHARLESTOWN, MA 02129-0212 United States
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BOOK BINDING (MPA-139)	
Award Number	3299096
Revision Number	3
Effective Period	01-SEP-2012 - 30-JUN-2017
Approved PO Date	23-JUN-2016
Vendor Number	38132-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	
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.

CHANGE TO PO 32999096 DATED 10/26/12

CHANGE EFFECTIVE PERIOD:

FROM: 9/1/12 - 6/30/16

TO: 9/1/12 - 6/30/17

THE STATE IS EXERCISING THE 2ND OF TWO ONE (1) YEAR RENEWAL OPTIONS ALLOWED WITHIN THIS AGREEMENT.

Line	Description	Unit	Unit Price (USD)

INVOICE TO

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To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT

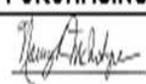
Nancy R. McIntyre
Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
1	MPA-139 9/1/12-6/30/13 PERIODICALS (CLASS A)	Each	8.75
2	MPA-139 7/1/13-6/30/14 PERIODICALS (CLASS A)	Each	9.75
3	MPA-139 7/1/14-6/30/15 PERIODICALS (CLASS A)	Each	10.75
3.1	MPA-139 7/1/14-6/30/16 PERIODICALS (CLASS A)	Each	10.75
3.2	MPA-139 FY-17 PERIODICALS (CLASS A)	Each	10.75
4	MPA-139 9/1/12-6/30/13 PERIODICALS (1/4 BUCKRAM)	Each	8.75
5	MPA-139 7/1/13-6/30/14 PERIODICALS (1/4 BUCKRAM)	Each	9.75
6	MPA-139 7/1/14-6/30/15 PERIODICALS (1/4 BUCKRAM)	Each	10.75
6.1	MPA-139 7/1/14-6/30/16 PERIODICALS (1/4 BUCKRAM)	Each	10.75
6.2	MPA-139 FY-17 PERIODICALS (1/4 BUCKRAM)	Each	10.75
7	MPA-139 9/1/12-6/30/13 MONOGRAPHS	Each	7.95
8	MPA-139 7/1/13-6/30/14 MONOGRAPHS	Each	9.75
9	MPA-139 7/1/14-6/30/15 MONOGRAPHS	Each	10.75
BIDS SHALL SHOW EXTRA CHARGES, IF ANY, FOR SUCH ITEMS AS:			
9.1	MPA-139 7/1/14-6/30/16 MONOGRAPHS	Each	10.75
9.2	MPA-139 FY-17 MONOGRAPHS	Each	10.75
10	MPA-139 9/1/12-6/30/13 CLASS "B" BINDING	Each	8.75
11	MPA-139 7/1/13-6/30/14 CLASS "B" BINDING	Each	9.75
12	MPA-139 7/1/14-6/30/15 CLASS "B" BINDING	Each	10.75
12.1	MPA-139 7/1/14-6/30/16 CLASS "B" BINDING	Each	10.75
12.2	MPA-139 FY-17 CLASS "B" BINDING	Each	10.75
13	MPA-139 9/1/12-6/30/13 RUSH BINDING	Each	6
14	MPA-139 7/1/13-6/30/14 RUSH BINDING	Each	6
15	MPA-139 7/1/14-6/30/15 RUSH BINDING	Each	6
15.1	MPA-139 7/1/14-6/30/16 RUSH BINDING	Each	6
15.2	MPA-139 FY-17 RUSH BINDING	Each	6
16	MPA-139 9/1/12-6/30/13 CALL NUMBERS	Each	0
17	MPA-139 7/1/13-6/30/14 CALL NUMBERS	Each	0
18	MPA-139 7/1/14-6/30/15 CALL NUMBERS	Each	0
18.1	MPA-139 7/1/14-6/30/16 CALL NUMBERS	Each	0
18.2	MPA-139 FY-17 CALL NUMBERS	Each	0
19	MPA-139 9/1/12-6/30/13 LOCATION NOTES	Each	0
20	MPA-139 7/1/13-6/30/14 LOCATION NOTES	Each	0
21	MPA-139 7/1/14-6/30/15 LOCATION NOTES	Each	0
21.1	MPA-139 7/1/14-6/30/16 LOCATION NOTES	Each	0
21.2	MPA-139 FY-17 LOCATION NOTES	Each	0
22	MPA-139 9/1/12-6/30/13 INDEX NOTATION	Each	6
23	MPA-139 7/1/13-6/30/14 INDEX NOTATION	Each	8
24	MPA-139 7/1/14-6/30/15 INDEX NOTATION	Each	10
24.1	MPA-139 7/1/14-6/30/16 INDEX NOTATION	Each	10
24.2	MPA-139 FY-17 INDEX NOTATION	Each	10
25	MPA-139 9/1/12-6/30/13 EXTRA LINES OF PRINTING	Each	1.25
26	MPA-139 7/1/13-6/30/14 EXTRA LINES OF PRINTING	Each	1.25
27	MPA-139 7/1/14-6/30/15 EXTRA LINES OF PRINTING	Each	1.25

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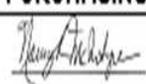
STATE PURCHASING AGENT

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
27.1	MPA-139 7/1/14-6/30/16 EXTRA LINES OF PRINTING	Each	1.25
27.2	MPA-139 FY-17-18 EXTRA LINES OF PRINTING	Each	1.25
28	MPA-139 9/1/12-6/30/13 EXTRA THICKNESS	Each	2.25
29	MPA-139 7/1/13-6/30/14 EXTRA THICKNESS	Each	2.25
30	MPA-139 7/1/14-6/30/15 EXTRA THICKNESS	Each	2.25
30.1	MPA-139 7/1/14-6/30/16 EXTRA THICKNESS	Each	2.25
31	MPA-139 9/1/12-6/30/13 EXTRA HEIGHT	Each	3.25
32	MPA-139 7/1/13-6/30/14 EXTRA HEIGHT	Each	3.25
33	MPA-139 7/1/14-6/30/15 EXTRA HEIGHT	Each	3.25
33.1	MPA-139 7/1/14-6/30/16 EXTRA HEIGHT	Each	3.25
33.2	MPA-139 FY-17 EXTRA HEIGHT	Each	3.25
34	MPA-139 9/1/12-6/30/13 HAND SEWING	Each	8.25
35	MPA-139 7/1/13-6/30/14 HAND SEWING	Each	8.25
36	MPA-139 7/1/14-6/30/15 HAND SEWING	Each	8.25
36.1	MPA-139 7/1/14-6/30/16 HAND SEWING	Each	8.25
36.2	MPA-139 FY-17 HAND SEWING	Each	8.25
37	MPA-139 9/1/12-6/30/13 POCKETS	Each	8.5
38	MPA-139 7/1/13-6/30/14 POCKETS	Each	8.5
39	MPA-139 7/1/14-6/30/15 POCKETS	Each	8.5
39.1	MPA-139 7/1/14-6/30/16 POCKETS	Each	8.5
39.2	MPA-139 FY-17 POCKETS	Each	8.5
40	MPA-139 9/1/12-6/30/13 LENGTHWISE LETTERING	Each	.6
41	MPA-139 7/1/13-6/30/14 LENGTHWISE LETTERING	Each	.6
42	MPA-139 7/1/14-6/30/15 LENGTHWISE LETTERING	Each	.6
42.1	MPA-139 7/1/14-6/30/16 LENGTHWISE LETTERING	Each	.6
42.2	MPA-139 FY-17 LENGTHWISE LETTERING	Each	.6
43	MPA-139 9/1/12-6/30/13 HALF PORTFOLIOS	Each	25
44	MPA-139 7/1/13-6/30/14 HALF PORTFOLIOS	Each	25
45	MPA-139 7/1/14-6/30/15 HALF PORTFOLIOS	Each	25
45.1	MPA-139 7/1/14-6/30/16 HALF PORTFOLIOS	Each	25
45.2	MPA-139 FY-17 HALF PORTFOLIOS	Each	25
46	MPA-139 9/1/12-6/30/13 FULL PORTFOLIOS	Each	35
47	MPA-139 7/1/13-6/30/14 FULL PORTFOLIOS	Each	35
48	MPA-139 7/1/14-6/30/15 FULL PORTFOLIOS	Each	35
48.1	MPA-139 7/1/14-6/30/16 FULL PORTFOLIOS	Each	35
48.2	MPA-139 FY-17 FULL PORTFOLIOS	Each	35
49	MPA-139 9/1/12-6/30/13 SINGLE SLIPCASE	Each	15
50	MPA-139 7/1/13-6/30/14 SINGLE SLIPCASE	Each	15
51	MPA-139 7/1/14-6/30/15 SINGLE SLIPCASE	Each	15
51.1	MPA-139 7/1/14-6/30/16 SINGLE SLIPCASE	Each	15
51.2	MPA-139 FY-17 SINGLE SLIPCASE	Each	15
52	MPA-139 9/1/12-6/30/13 DOUBLE SLIPCASE	Each	30
53	MPA-139 7/1/13-6/30/14 DOUBLE SLIPCASE	Each	30
54	MPA-139 7/1/14-6/30/15 DOUBLE SLIPCASE	Each	30

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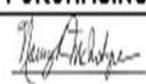
STATE PURCHASING AGENT

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
54.1	MPA-139 7/1/14-6/30/16 DOUBLE SLIPCASE	Each	30
54.2	MPA-139 7/1/14-6/30/16 DOUBLE SLIPCASE	Each	30
54.3	MPA-139 FY-17 DOUBLE SLIPCASE	Each	30
55	MPA-139 9/1/12-6/30/13 ARCHIVAL STORAGE PORTFOLIO	Each	15
56	MPA-139 7/1/13-6/30/14 ARCHIVAL STORAGE PORTFOLIO	Each	15
57	MPA-139 7/1/14-6/30/15 ARCHIVAL STORAGE PORTFOLIO	Each	18
57.1	MPA-139 7/1/14-6/30/16 ARCHIVAL STORAGE PORTFOLIO	Each	18
57.2	MPA-139 FY-17 ARCHIVAL STORAGE PORTFOLIO	Each	18
58	MPA-139 9/1/12-6/30/13 BRITTLE BOOK REPLACEMENT	Each	.25
59	MPA-139 7/1/13-6/30/14 BRITTLE BOOK REPLACEMENT	Each	.25
60	MPA-139 7/1/14-6/30/15 BRITTLE BOOK REPLACEMENT	Each	.25
60.1	MPA-139 7/1/14-6/30/16 BRITTLE BOOK REPLACEMENT	Each	.25
60.2	MPA-139 FY-17 BRITTLE BOOK REPLACEMENT	Each	.25
61	MPA-139 9/1/12-6/30/13 THESIS BINDING	Each	7.75
62	MPA-139 7/1/13-6/30/14 THESIS BINDING	Each	9.75
63	MPA-139 7/1/14-6/30/15 THESIS BINDING	Each	10.75
63.1	MPA-139 7/1/14-6/30/16 THESIS BINDING	Each	10.75
63.2	MPA-139 FY-17 THESIS BINDING	Each	10.75
64	MPA-139 9/1/12-6/30/13 PAMPHLET BINDING	Each	5.5
65	MPA-139 7/1/13-6/30/14 PAMPHLET BINDING	Each	5.5
66	MPA-139 7/1/14-6/30/15 PAMPHLET BINDING	Each	5.5
66.1	MPA-139 7/1/14-6/30/16 PAMPHLET BINDING	Each	5.5
66.2	MPA-139 FY-17 PAMPHLET BINDING	Each	5.5
67	MPA-139 9/1/12-6/30/13 MUSIC BINDING	Each	10.75
68	MPA-139 7/1/13-6/30/14 MUSIC BINDING	Each	10.75
69	MPA-139 7/1/14-6/30/15 MUSIC BINDING	Each	10.75
69.1	MPA-139 7/1/14-6/30/16 MUSIC BINDING	Each	10.75
69.2	MPA-139 FY-17 MUSIC BINDING	Each	10.75
70	MPA-139 9/1/12-6/30/13 STUBBING	Each	4.5
71	MPA-139 7/1/13-6/30/14 STUBBING	Each	4.5
72	MPA-139 7/1/14-6/30/15 STUBBING	Each	4.5
72.1	MPA-139 7/1/14-6/30/16 STUBBING	Each	4.5
72.2	MPA-139 FY-17 STUBBING	Each	4.5
73	MPA-139 9/1/12-6/30/13 EXTRA TIME CHARGES	Half Hour	9
74	MPA-139 7/1/13-6/30/14 EXTRA TIME CHARGES	Half Hour	9
75	MPA-139 7/1/14-6/30/15 EXTRA TIME CHARGES	Half Hour	9
75.1	MPA-139 7/1/14-6/30/16 EXTRA TIME CHARGES	Half Hour	9
75.2	MPA-139 FY-17 EXTRA TIME CHARGES	Half Hour	9
76	MPA-139 9/1/12-6/30/13 NEWSPAPERS	Each	86
77	MPA-139 7/1/13-6/30/14 NEWSPAPERS	Each	86
78	MPA-139 7/1/14-6/30/15 NEWSPAPERS	Each	86
78.1	MPA-139 7/1/14-6/30/16 NEWSPAPERS	Each	86
78.2	MPA-139 FY-17 NEWSPAPERS	Each	86
79	MPA-139 9/1/12-6/30/13 RETAIN ORIGINAL SEWING / SIGN	Each	4.25

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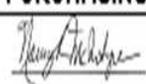
STATE PURCHASING AGENT

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
80	MPA-139 7/1/13-6/30/14 RETAIN ORIGINAL SEWING / SIGN	Each	4.25
81	MPA-139 7/1/14-6/30/15 RETAIN ORIGINAL SEWING / SIGN	Each	4.25
81.1	MPA-139 7/1/14-6/30/16 RETAIN ORIGINAL SEWING / SIGN	Each	4.25
81.2	MPA-139 FY-17 RETAIN ORIGINAL SEWING / SIGN	Each	4.25
82	MPA-139 9/1/12-6/30/13 SPONGING	Each	7.5
83	MPA-139 7/1/13-6/30/14 SPONGING	Each	7.5
84	MPA-139 7/1/14-6/30/15 SPONGING	Each	7.5
84.1	MPA-139 7/1/14-6/30/16 SPONGING	Each	7.5
84.2	MPA-139 FY-17 SPONGING	Each	7.5
85	MPA-139 9/1/12-6/30/13 ACCENTS (E.G. 1/E)	Each	.75
86	MPA-139 7/1/13-6/30/14 ACCENTS (E.G. 1/E)	Each	.75
87	MPA-139 7/1/14-6/30/15 ACCENTS (E.G. 1/E)	Each	.75
87.1	MPA-139 7/1/14-6/30/16 ACCENTS (E.G. 1/E)	Each	.75
87.2	MPA-139 FY-17 ACCENTS (E.G. 1/E)	Each	.75
88	MPA-139 9/1/12-6/30/13 EXTENDED COVERS	Each	2.2
89	MPA-139 7/1/13-6/30/14 EXTENDED COVERS	Each	2.2
90	MPA-139 7/1/14-6/30/15 EXTENDED COVERS	Each	2.2
90.1	MPA-139 7/1/14-6/30/16 EXTENDED COVERS	Each	2.2
90.2	MPA-139 FY-17 EXTENDED COVERS	Each	2.2
91	MPA-139 9/1/12-6/30/13 INSERT PAGES/ISSUES	Each	9.5
92	MPA-139 7/1/13-6/30/14 INSERT PAGES/ISSUES	Each	9.5
93	MPA-139 7/1/14-6/30/15 INSERT PAGES/ISSUES	Each	9.5
93.1	MPA-139 7/1/14-6/30/16 INSERT PAGES/ISSUES	Each	9.5
93.2	MPA-139 FY-17 INSERT PAGES/ISSUES	Each	9.5
94	MPA-139 9/1/12-6/30/13 PRE-TRIM	Each	3.5
95	MPA-139 7/1/13-6/30/14 PRE-TRIM	Each	3.5
96	MPA-139 7/1/14-6/30/15 PRE-TRIM	Each	3.5
96.1	MPA-139 7/1/14-6/30/16 PRE-TRIM	Each	3.5
96.2	MPA-139 FY-17 PRE-TRIM	Each	3.5
97	MPA-139 9/1/12-6/30/13 TATTLE TAPE INSERTION	Each	.25
98	MPA-139 7/1/13-6/30/14 TATTLE TAPE INSERTION	Each	.25
99	MPA-139 7/1/14-6/30/15 - TATTLE TAPE INSERTION	Each	.25
99.1	MPA-139 7/1/14-6/30/16 - TATTLE TAPE INSERTION	Each	.25
99.2	TMPA-139 FY-17 ATTLE TAPE INSERTION	Each	.25

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 Nancy R. McIntyre

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.

AUTHORIZATION AND RELEASE

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. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket 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 in Master Blanket.

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

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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."

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.



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

ACME BOOKBINDING CO INC
 PO BOX 290699
 CHARLESTOWN, MA 02129-0212
 United States

Amendment Date: 11-JUN-15
 Original Award Date: 24-OCT-12
 Buyer: J Cowell Jr
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 38132

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number 3299096 Effective Period 01-SEP-12 - 30-JUN-16	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	BOOK BINDING (MPA-139)			

Description			Bid Number	Change Order Req#	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
BOOK BINDING (MPA-139)					
		CHANGE TO PO 32999096 DATED 10/26/12 CHANGE EFFECTIVE PERIOD: FROM: 9/1/12 - 6/30/15 TO: 9/1/12 - 6/30/16 THE STATE IS EXERCISING THE 1ST OF TWO ONE (1) YEAR RENEWAL OPTIONS ALLOWED WITHIN THIS AGREEMENT.			
3.1	908.00	MPA-139 7/1/14-6/30/16 PERIODICALS (CLASS A)		Each	10.75
6.1	908.00	MPA-139 7/1/14-6/30/16 PERIODICALS (1/4 BUCKRAM)		Each	10.75
9.1	908.00	MPA-139 7/1/14-6/30/16 MONOGRAPHS		Each	10.75
12.1	908.00	MPA-139 7/1/14-6/30/16 CLASS "B" BINDING		Each	10.75
15.1	908.00	MPA-139 7/1/14-6/30/16 RUSH BINDING		Each	6
18.1	908.00	MPA-139 7/1/14-6/30/16 CALL NUMBERS		Each	0
21.1	908.00	MPA-139 7/1/14-6/30/16 LOCATION NOTES		Each	0
24.1	908.00	MPA-139 7/1/14-6/30/16 INDEX NOTATION		Each	10

STATE PURCHASING AGENT

 Nancy R. McIntyre



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

ACME BOOKBINDING CO INC
 PO BOX 290699
 CHARLESTOWN, MA 02129-0212
 United States

Amendment Date: 11-JUN-15
 Original Award Date: 24-OCT-12
 Buyer: J Cowell Jr
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 38132

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number 3299096 Effective Period 01-SEP-12 - 30-JUN-16	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	BOOK BINDING (MPA-139)			

Description			Bid Number	Change Order Req#
BOOK BINDING (MPA-139)				
27.1	908.00	MPA-139 7/1/14-6/30/16 EXTRA LINES OF PRINTING	Each	1.25
30.1	908.00	MPA-139 7/1/14-6/30/16 EXTRA THICKNESS	Each	2.25
33.1	908.00	MPA-139 7/1/14-6/30/16 EXTRA HEIGHT	Each	3.25
36.1	908.00	MPA-139 7/1/14-6/30/16 HAND SEWING	Each	8.25
39.1	908.00	MPA-139 7/1/14-6/30/16 POCKETS	Each	8.5
42.1	908.00	MPA-139 7/1/14-6/30/16 LENGTHWISE LETTERING	Each	.6
45.1	908.00	MPA-139 7/1/14-6/30/16 HALF PORTFOLIOS	Each	25
48.1	908.00	MPA-139 7/1/14-6/30/16 FULL PORTFOLIOS	Each	35
51.1	908.00	MPA-139 7/1/14-6/30/16 SINGLE SLIPCASE	Each	15
54.1	908.00	MPA-139 7/1/14-6/30/16 DOUBLE SLIPCASE	Each	30
57.1	908.00	MPA-139 7/1/14-6/30/16 ARCHIVAL STORAGE PORTFOLIO	Each	18
60.1	908.00	MPA-139 7/1/14-6/30/16 BRITTLE BOOK REPLACEMENT	Each	.25

STATE PURCHASING AGENT

 Nancy R. McIntyre



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

ACME BOOKBINDING CO INC
 PO BOX 290699
 CHARLESTOWN, MA 02129-0212
 United States

Amendment Date: 11-JUN-15
 Original Award Date: 24-OCT-12
 Buyer: J Cowell Jr
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 38132

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number 3299096 Effective Period 01-SEP-12 - 30-JUN-16	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	BOOK BINDING (MPA-139)			

Description		Bid Number	Change Order Req#
BOOK BINDING (MPA-139)			
63.1	908.00	MPA-139 7/1/14-6/30/16 THESIS BINDING	Each 10.75
66.1	908.00	MPA-139 7/1/14-6/30/16 PAMPHLET BINDING	Each 5.5
69.1	908.00	MPA-139 7/1/14-6/30/16 MUSIC BINDING	Each 10.75
72.1	908.00	MPA-139 7/1/14-6/30/16 STUBBING	Each 4.5
75.1	908.00	MPA-139 7/1/14-6/30/16 EXTRA TIME CHARGES	Half Hour 9
78.1	908.00	MPA-139 7/1/14-6/30/16 NEWSPAPERS	Each 86
81.1	908.00	MPA-139 7/1/14-6/30/16 RETAIN ORIGINAL SEWING / SIGN	Each 4.25
84.1	908.00	MPA-139 7/1/14-6/30/16 SPONGING	Each 7.5
87.1	908.00	MPA-139 7/1/14-6/30/16 ACCENTS (E.G. 1/E)	Each .75
90.1	908.00	MPA-139 7/1/14-6/30/16 EXTENDED COVERS	Each 2.2
93.1	908.00	MPA-139 7/1/14-6/30/16 INSERT PAGES/ISSUES	Each 9.5
96.1	908.00	MPA-139 7/1/14-6/30/16 PRE-TRIM	Each 3.5

STATE PURCHASING AGENT

 Nancy R. McIntyre



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

ACME BOOKBINDING CO INC
PO BOX 290699
CHARLESTOWN, MA 02129-0212
United States

Amendment Date: 11-JUN-15
Original Award Date: 24-OCT-12
Buyer: J Cowell Jr
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 38132

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number 3299096 Effective Period 01-SEP-12 - 30-JUN-16	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	BOOK BINDING (MPA-139)			

Description		Bid Number	Change Order Req#
BOOK BINDING (MPA-139)			
99.1	908.00	MPA-139 7/1/14-6/30/16 - TATTLE TAPE INSERTION	Each .25

STATE PURCHASING AGENT
Nancy R. McIntyre



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

ACME BOOKBINDING CO INC
 PO BOX 290699
 CHARLESTOWN, MA 02129-0212
 United States

BOOK BINDING (MPA-139)

Award Number
3299096

Effective Period:
01-SEP-12 - 30-JUN-15

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 24-OCT-12 Buyer: J Cowell Jr Shipping: Paid Terms: NET 30 Vendor # 38132	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
Line	Item	Item Description	Unit	Unit Price

		BLANKET REQUIREMENTS: 9/1/12 - 6/30/15 (WITH TWO (1) YEAR RENEWAL OPTIONS WITH PRICING TO REMAIN THE SAME AS THE 7/1/14 - 6/30/15 PERIOD)		
		SUPPLIER CONTACT: PAUL PARISI TELEPHONE NO. (617) 242-1100 FAX NO. (617) 242-3764		
1		MPA-139 9/1/12-6/30/13 PERIODICALS (CLASS A)	Each	8.75
2		MPA-139 7/1/13-6/30/14 PERIODICALS (CLASS A)	Each	9.75
3		MPA-139 7/1/14-6/30/15 PERIODICALS (CLASS A)	Each	10.75
4		MPA-139 9/1/12-6/30/13 PERIODICALS (1/4 BUCKRAM)	Each	8.75
5		MPA-139 7/1/13-6/30/14 PERIODICALS (1/4 BUCKRAM)	Each	9.75
6		MPA-139 7/1/14-6/30/15 PERIODICALS (1/4 BUCKRAM)	Each	10.75
7		MPA-139 9/1/12-6/30/13 MONOGRAPHS	Each	7.95
8		MPA-139 7/1/13-6/30/14 MONOGRAPHS	Each	9.75
9		MPA-139 7/1/14-6/30/15 MONOGRAPHS BIDS SHALL SHOW EXTRA CHARGES, IF ANY, FOR SUCH ITEMS AS:	Each	10.75
10		MPA-139 9/1/12-6/30/13 CLASS "B" BINDING	Each	8.75
11		MPA-139 7/1/13-6/30/14 CLASS "B" BINDING	Each	9.75
12		MPA-139 7/1/14-6/30/15 CLASS "B" BINDING	Each	10.75
13		MPA-139 9/1/12-6/30/13 RUSH BINDING	Each	6
14		MPA-139 7/1/13-6/30/14 RUSH BINDING	Each	6
15		MPA-139 7/1/14-6/30/15 RUSH BINDING	Each	6

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

ACME BOOKBINDING CO INC
 PO BOX 290699
 CHARLESTOWN, MA 02129-0212
 United States

BOOK BINDING (MPA-139)

Award Number
3299096

Effective Period:
01-SEP-12 - 30-JUN-15

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 24-OCT-12 Buyer: J Cowell Jr Shipping: Paid Terms: NET 30 Vendor # 38132	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			7457847	
Line	Item	Item Description	Unit	Unit Price

16		MPA-139 9/1/12-6/30/13 CALL NUMBERS	Each	0
17		MPA-139 7/1/13-6/30/14 CALL NUMBERS	Each	0
18		MPA-139 7/1/14-6/30/15 CALL NUMBERS	Each	0
19		MPA-139 9/1/12-6/30/13 LOCATION NOTES	Each	0
20		MPA-139 7/1/13-6/30/14 LOCATION NOTES	Each	0
21		MPA-139 7/1/14-6/30/15 LOCATION NOTES	Each	0
22		MPA-139 9/1/12-6/30/13 INDEX NOTATION	Each	6
23		MPA-139 7/1/13-6/30/14 INDEX NOTATION	Each	8
24		MPA-139 7/1/14-6/30/15 INDEX NOTATION	Each	10
25		MPA-139 9/1/12-6/30/13 EXTRA LINES OF PRINTING	Each	1.25
26		MPA-139 7/1/13-6/30/14 EXTRA LINES OF PRINTING	Each	1.25
27		MPA-139 7/1/14-6/30/15 EXTRA LINES OF PRINTING	Each	1.25
28		MPA-139 9/1/12-6/30/13 EXTRA THICKNESS	Each	2.25
29		MPA-139 7/1/13-6/30/14 EXTRA THICKNESS	Each	2.25
30		MPA-139 7/1/14-6/30/15 EXTRA THICKNESS	Each	2.25
31		MPA-139 9/1/12-6/30/13 EXTRA HEIGHT	Each	3.25
32		MPA-139 7/1/13-6/30/14 EXTRA HEIGHT	Each	3.25
33		MPA-139 7/1/14-6/30/15 EXTRA HEIGHT	Each	3.25
34		MPA-139 9/1/12-6/30/13 HAND SEWING	Each	8.25
35		MPA-139 7/1/13-6/30/14 HAND SEWING	Each	8.25
36		MPA-139 7/1/14-6/30/15 HAND SEWING	Each	8.25
37		MPA-139 9/1/12-6/30/13 POCKETS	Each	8.5
38		MPA-139 7/1/13-6/30/14 POCKETS	Each	8.5

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

ACME BOOKBINDING CO INC
 PO BOX 290699
 CHARLESTOWN, MA 02129-0212
 United States

BOOK BINDING (MPA-139)

Award Number
3299096

Effective Period:
01-SEP-12 - 30-JUN-15

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 24-OCT-12 Buyer: J Cowell Jr Shipping: Paid Terms: NET 30 Vendor # 38132	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			7457847	
Line	Item	Item Description	Unit	Unit Price

39		MPA-139 7/1/14-6/30/15 POCKETS	Each	8.5
40		MPA-139 9/1/12-6/30/13 LENGTHWISE LETTERING	Each	.6
41		MPA-139 7/1/13-6/30/14 LENGTHWISE LETTERING	Each	.6
42		MPA-139 7/1/14-6/30/15 LENGTHWISE LETTERING	Each	.6
43		MPA-139 9/1/12-6/30/13 HALF PORTFOLIOS	Each	25
44		MPA-139 7/1/13-6/30/14 HALF PORTFOLIOS	Each	25
45		MPA-139 7/1/14-6/30/15 HALF PORTFOLIOS	Each	25
46		MPA-139 9/1/12-6/30/13 FULL PORTFOLIOS	Each	35
47		MPA-139 7/1/13-6/30/14 FULL PORTFOLIOS	Each	35
48		MPA-139 7/1/14-6/30/15 FULL PORTFOLIOS	Each	35
49		MPA-139 9/1/12-6/30/13 SINGLE SLIPCASE	Each	15
50		MPA-139 7/1/13-6/30/14 SINGLE SLIPCASE	Each	15
51		MPA-139 7/1/14-6/30/15 SINGLE SLIPCASE	Each	15
52		MPA-139 9/1/12-6/30/13 DOUBLE SLIPCASE	Each	30
53		MPA-139 7/1/13-6/30/14 DOUBLE SLIPCASE	Each	30
54		MPA-139 7/1/14-6/30/15 DOUBLE SLIPCASE	Each	30
55		MPA-139 9/1/12-6/30/13 ARCHIVAL STORAGE PORTFOLIO	Each	15
56		MPA-139 7/1/13-6/30/14 ARCHIVAL STORAGE PORTFOLIO	Each	15
57		MPA-139 7/1/14-6/30/15 ARCHIVAL STORAGE PORTFOLIO	Each	18
58		MPA-139 9/1/12-6/30/13 BRITTLE BOOK REPLACEMENT	Each	.25
59		MPA-139 7/1/13-6/30/14 BRITTLE BOOK REPLACEMENT	Each	.25
60		MPA-139 7/1/14-6/30/15 BRITTLE BOOK REPLACEMENT	Each	.25
61		MPA-139 9/1/12-6/30/13 THESIS BINDING	Each	7.75

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

ACME BOOKBINDING CO INC
PO BOX 290699
CHARLESTOWN, MA 02129-0212
United States

BOOK BINDING (MPA-139)

Award Number
3299096
Effective Period:
01-SEP-12 - 30-JUN-15

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 24-OCT-12 Buyer: J Cowell Jr Shipping: Paid Terms: NET 30 Vendor # 38132	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			7457847	
Line	Item	Item Description	Unit	Unit Price

62		MPA-139 7/1/13-6/30/14 THESIS BINDING	Each	9.75
63		MPA-139 7/1/14-6/30/15 THESIS BINDING	Each	10.75
64		MPA-139 9/1/12-6/30/13 PAMPHLET BINDING	Each	5.5
65		MPA-139 7/1/13-6/30/14 PAMPHLET BINDING	Each	5.5
66		MPA-139 7/1/14-6/30/15 PAMPHLET BINDING	Each	5.5
67		MPA-139 9/1/12-6/30/13 MUSIC BINDING	Each	10.75
68		MPA-139 7/1/13-6/30/14 MUSIC BINDING	Each	10.75
69		MPA-139 7/1/14-6/30/15 MUSIC BINDING	Each	10.75
70		MPA-139 9/1/12-6/30/13 STUBBING	Each	4.5
71		MPA-139 7/1/13-6/30/14 STUBBING	Each	4.5
72		MPA-139 7/1/14-6/30/15 STUBBING	Each	4.5
73		MPA-139 9/1/12-6/30/13 EXTRA TIME CHARGES	Half Hour	9
74		MPA-139 7/1/13-6/30/14 EXTRA TIME CHARGES	Half Hour	9
75		MPA-139 7/1/14-6/30/15 EXTRA TIME CHARGES	Half Hour	9
76		MPA-139 9/1/12-6/30/13 NEWSPAPERS	Each	86
77		MPA-139 7/1/13-6/30/14 NEWSPAPERS	Each	86
78		MPA-139 7/1/14-6/30/15 NEWSPAPERS	Each	86
79		MPA-139 9/1/12-6/30/13 RETAIN ORIGINAL SEWING / SIGN	Each	4.25
80		MPA-139 7/1/13-6/30/14 RETAIN ORIGINAL SEWING / SIGN	Each	4.25
81		MPA-139 7/1/14-6/30/15 RETAIN ORIGINAL SEWING / SIGN	Each	4.25
82		MPA-139 9/1/12-6/30/13 SPONGING	Each	7.5
83		MPA-139 7/1/13-6/30/14 SPONGING	Each	7.5
84		MPA-139 7/1/14-6/30/15 SPONGING	Each	7.5

STATE PURCHASING AGENT

Lorraine A. Hynes



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

ACME BOOKBINDING CO INC
 PO BOX 290699
 CHARLESTOWN, MA 02129-0212
 United States

BOOK BINDING (MPA-139)

Award Number
3299096

Effective Period:
01-SEP-12 - 30-JUN-15

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 24-OCT-12 Buyer: J Cowell Jr Shipping: Paid Terms: NET 30 Vendor # 38132	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			7457847	
Line	Item	Item Description	Unit	Unit Price

85		MPA-139 9/1/12-6/30/13 ACCENTS (E.G. 1/E)	Each	.75
86		MPA-139 7/1/13-6/30/14 ACCENTS (E.G. 1/E)	Each	.75
87		MPA-139 7/1/14-6/30/15 ACCENTS (E.G. 1/E)	Each	.75
88		MPA-139 9/1/12-6/30/13 EXTENDED COVERS	Each	2.2
89		MPA-139 7/1/13-6/30/14 EXTENDED COVERS	Each	2.2
90		MPA-139 7/1/14-6/30/15 EXTENDED COVERS	Each	2.2
91		MPA-139 9/1/12-6/30/13 INSERT PAGES/ISSUES	Each	9.5
92		MPA-139 7/1/13-6/30/14 INSERT PAGES/ISSUES	Each	9.5
93		MPA-139 7/1/14-6/30/15 INSERT PAGES/ISSUES	Each	9.5
94		MPA-139 9/1/12-6/30/13 PRE-TRIM	Each	3.5
95		MPA-139 7/1/13-6/30/14 PRE-TRIM	Each	3.5
96		MPA-139 7/1/14-6/30/15 PRE-TRIM	Each	3.5
97		MPA-139 9/1/12-6/30/13 TATTLE TAPE INSERTION	Each	.25
98		MPA-139 7/1/13-6/30/14 TATTLE TAPE INSERTION	Each	.25
99		MPA-139 7/1/14-6/30/15 - TATTLE TAPE INSERTION	Each	.25

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes

CONTRACT TERMS AND CONDITIONS

CONTRACT PO #3299096

PAAWD

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.

RELEASE

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. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket 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 in Master Blanket.

MULTI-YEAR1

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.

INSURANCE2

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

CAMPAIGN INCLUDING ARRA SUPPLEMENTAL TERMS & CONDITIONS

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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.

TERMS

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.

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THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

P1

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.

REPORTS2

REPORTS MUST BE SUBMITTED TO THE RI DIVISION OF PURCHASES TO THE ATTENTION OF THE 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.