RI Purchase Agreement Amendment Report

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

EASTERN BAG & PAPER CO
200 RESEARCH DR
MILFORD, CT 06460
United States

Amendment Date: 28-SEP-09
Original Award Date: 19-JUL-06
Buyer: J Cowell Jr
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 1873

SHIP TO		Change Order Number	INVOICE	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	**9** Award Number **68M00307088** Effective Period **01-JUN-04 - 31-MAY-10**		MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

JANITORIAL CLEANING EQUIP./SUPPLIES (MPA-351)

Description	Bid Number	Change Order Req#
JANITORIAL CLEANING EQUIP./SUPPLIES (MPA-351)		

Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO P.O. #68M00307088 CHANGE EFFECTIVE PERIOD: FROM: 6/1/04 - 9/30/09 TO: 6/1/04 - 5/31/10 EXTENSION IS BEING INSTITUTED TO ALLOW TIME TO REVIEW USAGE REPORTS AND DETERMINE FUTURE REQUIREMENTS TO BE COVERED BY THIS AWARD.			

STATE PURCHASING AGENT

Louis A. DeQuattro

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.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

RI Purchase Agreement Amendment Report

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

EASTERN BAG & PAPER CO
200 RESEARCH DR
MILFORD, CT 06460
United States

Amendment Date: 29-JUN-09
Original Award Date: 19-JUL-06
Buyer: J Cowell Jr
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 1873

SHIP TO		Change Order Number **8** Award Number **68M00307088** Effective Period **01-JUN-04 - 30-SEP-09**	INVOICE	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States			MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

JANITORIAL CLEANING EQUIP./SUPPLIES (MPA-351)

Description	Bid Number	Change Order Req#
JANITORIAL CLEANING EQUIP./SUPPLIES (MPA-351)		

Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #68M00307088 CHANGE EFFECTIVE PERIOD: FROM: 6/1/04 - 6/30/09 TO: 6/1/04 - 9/30/09 EXTENSION TO ALLOW TIME FOR BID TO BE PROCESSED.			

STATE PURCHASING AGENT

Louis A. DeQuattro

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Purchase Agreement Amendment

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

VENDOR	1873 EASTERN BAG & PAPER CO 200 RESEARCH DR MILFORD, CT 06460 United States	Amendment Date: 30-APR-08 Original Award Date: 19-JUL-06 Buyer: J Cowell Jr Phone #: FOB: Destination Terms: NET 30	Change Order Number **7** Award Number **68M00307088** Effective Period 01-JUN-04 - 30-JUN-09

SHIP TO	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States		**INVOICE**	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

JANITORIAL CLEANING EQUIP./SUPPLIES (MPA-351)

Description			Bid Number		Change Order Req#
JANITORIAL CLEANING EQUIP./SUPPLIES (MPA-351)					
Line #	Code	**Class-Item**	**Quantity**	**Unit**	**Unit Price**
		CHANGE TO PO #68M00307088 CHANGE EFFECTIVE PERIOD: FROM: 6/1/04 - 6/30/08 TO: 6/1/04 - 6/30/09 THIS AMENDMENT ACTIVATES THE SECOND OF TWO ONE (1) YEAR RENEWAL OPTIONS.			
			New PO Total		

STATE PURCHASING AGENT

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Purchase Agreement Amendment

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

VENDOR	
	1873 EASTERN BAG & PAPER CO 200 RESEARCH DR MILFORD, CT 06460 United States

Amendment Date: 24-JAN-08
Original Award Date: 19-JUL-06
Buyer: J Cowell Jr
Phone #:
FOB: Destination
Terms: NET 30

Change Order Number
6
Award Number
68M00307088
Effective Period
01-JUN-04 - 30-JUN-08

SHIP TO		INVOICE	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States		MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

JANITORIAL CLEANING EQUIP./SUPPLIES (MPA-351)

Description	Bid Number	Change Order Req#
JANITORIAL CLEANING EQUIP./SUPPLIES (MPA-351)		

Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO P.O. #68M00307088 ITEM ADDED TO THIS AWARD IN THE AMOUNT OF $1.00 TO BE USED TO ORDER MISCELLANEOUS (NON-CORE LIST) ITEMS FROM THIS SUPPLIER.			
			New PO Total		

STATE PURCHASING AGENT

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Purchase Agreement Amendment

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

VENDOR	
	1873 EASTERN BAG & PAPER CO 200 RESEARCH DR MILFORD, CT 06460 United States

Amendment Date: 31-MAY-07 Original Award Date: 19-JUL-06 Buyer: J Cowell Jr Phone #: FOB: Destination Terms: NET 30	Change Order Number **5** Award Number **68M00307088** Effective Period 01-JUN-04 - 30-JUN-08	

SHIP TO		INVOICE	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States		MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

MPA-351 JANITORIAL CLEANING EQUIP/SUPP

Description	Bid Number	Change Order Req#
MPA-351 JANITORIAL CLEANING EQUIP/SUPP		

Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #68M00307088 CHANGE EFFECTIVE PERIOD: FROM: 6/1/04 - 6/30/07 TO: 6/1/04 - 6/30/08 THIS AMENDMENT ACTIVATES THE FIRST OF TWO ONE (1) YEAR RENEWAL OPTIONS.			
			New PO Total		

STATE PURCHASING AGENT

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Notice of Price Agreement Award

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

VENDOR
EASTERN BAG & PAPER CO
200 RESEARCH DR
MILFORD CT 06460

JANITORIAL CLEANING EQUIP/SUPP

Award Number	Effective Period:
68M00307088	**6/1/04 - 6/30/07**

SHIP TO
ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Date: 07/01/2004
Buyer: JOHN COWELL
Shipping: F.O.B., Destination
Terms: Net 30

INVOICE
ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION	**MPA-351**	**B03356**	

Item		Unit	Unit Price
	6/1/04 - 6/30/07 WITH TWO ADDITIONAL ANNUAL EXTENSION OPTIONS. MASTER PRICE AGREEMENT #351 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.		

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.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

STATE PURCHASING AGENT/DESIGNEE

Notice of Price Agreement Award

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

VENDOR
EASTERN BAG & PAPER CO
200 RESEARCH DR
MILFORD CT 06460

JANITORIAL CLEANING EQUIP/SUPP

Award Number	Effective Period:
68M00307088	**6/1/04 - 6/30/07**

SHIP TO
ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Date: 07/01/2004
Buyer: JOHN COWELL
Shipping: F.O.B., Destination
Terms: Net 30

INVOICE
ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION	**MPA-351**	**B03356**	

Item		Unit	Unit Price
	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. 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. THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.		

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.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

STATE PURCHASING AGENT/DESIGNEE

Notice of Price Agreement Award

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

VENDOR
EASTERN BAG & PAPER CO
200 RESEARCH DR
MILFORD CT 06460

JANITORIAL CLEANING EQUIP/SUPP

Award Number	Effective Period:
68M00307088	**6/1/04 - 6/30/07**

SHIP TO
ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Date: 07/01/2004
Buyer: JOHN COWELL
Shipping: F.O.B., Destination
Terms: Net 30

INVOICE
ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION	**MPA-351**	**B03356**	

Item		Unit	Unit Price
	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, RI 02904 (401-222-2056). 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). CLEANING SUPPLIES & MOPS, PRICING ATTACHED. DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTHORITATIVELY CANCELLED. VENDOR TELEPHONE #: 203-882-2868 VENDOR FAX #: 203-878-0438		

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.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

STATE PURCHASING AGENT/DESIGNEE

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.

Agreement of Contract Pricing, Service Requirements, Terms and Conditions

State of Rhode Island and Providence Plantations
RI Division of Purchases
Capital Hill
Providence, RI 02908

Commodities:	Janitorial and Cleaning Supplies and Equipment – Cleaning Supplies and Mops
Buyer:	Tony Cowell
Phone Number:	401-222-2142 x114
Awarded Vendor:	The Eastern Bag and Paper Company
Address:	200 Research Dr. Milford, CT 06460
Phone Number:	203-882-2868
Fax Number:	203-878-0438
RFP Number:	B03356
MPA Number:	351

The following document summarizes the contract pricing, service requirements, terms and conditions associated with RFP #B03356 for Janitorial and Cleaning Supplies and Equipment – Cleaning Supplies and Mops

The initial term of this contract will be for three (3) years, with options for two (2) additional annual extensions.

Price Schedules

1. A list of discount, rebates and incentives is attached as Schedule A
2. Pricing for 23 of 46 Cleaning Supplies and Mops core items is attached as Schedule B
3. Pricing for Cleaning Supplies and Mops non-core items is attached as Schedule C

Pricing Terms

1. Contractor agrees to the following terms of pricing for Cleaning Supplies and Mops:

   Pricing for Cleaning Supplies and Mops Supplies will remain fixed for the life of the contract, with the exceptions of the annual usage review to determine which items should be added to or removed from the core list.

2. All items will be priced inclusive of any packaging, shipping and delivery charges. Size of order and/or delivery location will have no impact on pricing.

3. All pricing proposed will be exclusive of any taxes charged to Rhode Island. Sales to the State of Rhode Island are exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries pursuant to this contract will be free of Federal excise and transportation tax charges. Contractor is subject to all Federal, State and Local taxes, as applicable.

4. Service fees or additional costs not covered in this RFP will not be invoiced to Contract Users during the term of this agreement.

5. There will be no return fees for inaccuracies or other errors on the part of the contractor or the State.

6. Any Contractor's error (e.g., stock-outs, etc.) resulting in a rush delivery requirement will not incur additional rush charges.

7. Contractor agrees that the State of Rhode Island's pricing will always be more aggressive than what is available on Contractor's public website. Any specials that Contractor offers to the public will always be offered to the State.

Calculation of Discounts & Rebates

Payment terms discounts shall be applied at the time of invoice payment by the State, if applicable. The State may qualify for a payment terms discount based upon the timing or mechanism of remittance (physical check vs. electronic funds transfer), but not both. The appropriate payment terms discount percentage shall be determined by using the tiers indicated in Schedule A, attached hereto.

Payment Terms

Net payment terms are 30 days.

Service Requirements

1. Contractor agrees to work with Rhode Island to create an online ordering system, including identifying order management (core and non-core items) processes, approval processes, compliance management, accounting support, reporting and system training.

   This online ordering system will be available to all State Agencies, Institution of Higher Education and Quasi-Public Entities for the purchasing of goods. Contractor agrees to work with each billing agency (listed in Appendix A) for implementation of the online ordering system. Contractor understands that customization may be required depending of the needs of each billing agency should they choose to utilize the system.

2. Contractor agrees to provide catalogs containing all core list items to the State of Rhode Island. Additionally, catalogs to support non-core items such as trade service publications and manufacturer's catalogs are to be provided by the Contractor as well. Catalogs are to be printed, warehoused, and distributed by the Contractor to the State of Rhode Island at no additional cost to the State of Rhode Island and its agencies, institutions and public bodies. The catalog's contents are to be grouped by primary product lines (e.g., waxes, cleaning agents, etc.) and must contain detailed policies, procedures, and instructions for order placement. An on-line catalog that meets these requirements is an acceptable alternative.

3. Contractor agrees that there will be no cancellation of products used without an equal and acceptable replacement approved by the designated State of Rhode Island representative during the term of the agreement. Contractor must communicate manufacturer's discontinuation of any products to the contract officer in writing within five (5) business days. In such instances, Contractor must work with the Division of Purchases Official(s) to identify and implement alternative options that shall maintain or reduce costs associated with replacement SKU's. Contractor will be prepared to offer detailed quarterly reports, if requested by the State, displaying removed SKU's off of contract list and suggested replacements. Contractor shall offer suggested replacements of discontinued products at least 30 days prior to discontinuation, including replacement part number, description, list price, applicable discount, and final price.

4. Contractor agrees to an annual evaluation of the Contract List and the State's top-spend items. Contractor and the State will revise the items on the Contract List to replace discontinued SKUs and to rebalance the list through additions and deletions, ensuring that the items that accounted for the largest spend in the prior twelve (12) months are included on the Contract List. Recommended additions and deletions will be reviewed with Purchasing and revisions to the Contract List may follow, if agreed to by the Chief Purchasing Agent.

   Contractor agrees that as items are moved from the non-core list to the core list during the annual usage review process, Contractor will work with the State to achieve the State's goal of an 80/20% split between core item and non-core item spending, respectively. In

addition, Contractor agrees that the discount levels on any items added to the core list will be equal to the discount levels of existing items on the core list.

5. Contractor agrees to the following fill rates requirements:

Items	Fill Rate
Core	98%
Non-Core	95%

6. Contractor agrees to the following delivery response times:

Order Received By	Order Delivered
~~6:00 PM~~ EST Monday-Friday 4:30 PM	Next ~~Business Day~~

Delivery days Monday, Wednesday, Friday

7. Contractor agrees to provide delivery as directed by the ordering customer, including, but not limited to, warehouse, stockroom and desktop. Contractor must comply with parking and delivery requirements (times, locations, permits, etc.) of the ordering customer. Vendor will obtain "ship to" information from each participating customer.

8. Contractor agrees to provide a packing label on each box which should include the following items, visible on the outside of the box:
   - Vendor order number
   - ~~Rhode Island customer contact person~~
   - Ordering customer's name and unit (department, agency, division, etc.)
   - ~~Delivery address (with floor and room number, where appropriate)~~
   - ~~Telephone number~~

   Contractor also agrees to provide a packing slip with each shipment, which should include at least the following information in no particular order:
   - Line item description(s)
   - Product item number(s)
   - Quantity ordered
   - Quantity included in shipment
   - Status of back order items
   - Unit Price
   - Number of parcels
   - All information contained on the packing label including Rhode Island contact person, delivery address and telephone number.

9. Contractor agrees to the following terms regarding returns and warranties:

   Contractor agrees to take back/honor all material that is in good condition and resalable at no cost to the State of Rhode Island. Upon review of the material, immediate credit is to be awarded to the Sate.

8:30 - 4:30

10. Contractor's telephone support hours of operation are ~~8:00 – 6:00~~ Eastern Time Monday through Friday. In addition, contractor will maintain a live, twenty-four hour toll-free telephone and fax service for all contract users.

    Contractor agrees to provide a dedicated customer service team to assist the State of Rhode Island with any and all contract-related needs. Contractor also agrees to provide a list of these customer service representatives including names, titles, telephone numbers and e-mail addresses. Contractor further agrees to notify buyer when changes are made to the customer service team.

11. Contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturers' warranties. The terms of this contract shall supersede any language to the contrary on purchase orders, invoices or other documents provided by the Contractor, manufacturer(s) or other sources. The Contractor shall agree to repair and/or replace immediately without charge (including freight both ways) to Contract Users, any product or part thereof, which proves to be defective or fails within the warranty period as specified.

12. Contractor is required to provide quarterly and annual reporting on Rhode Island spending. Reporting is due within ten (10) working days after the close of the respective billing period. Quarterly report should include both quarterly and fiscal year-to-date spending. Reports should be sent to the buyer listed at the beginning of this document.

    Reporting must be provided in Microsoft Excel format. At minimum, reports should include the fields listed in the attached sample report (Appendix B). Contractor agrees to work with the State to amend and expand these reports as required.

    In addition to these standard reports, Contractor agrees to provide, at no additional cost, additional reporting related to Rhode Island spending on an as-needed basis. Moreover, Contractor agrees to work with Rhode Island to create queries and other reports through the online ordering system as required by the State.

13. For all Cleaning Supplies and Mops purchases made by State agencies, the State of Rhode Island has agreed to allow Contractor to submit consolidated monthly invoices. As such, Contractor is required to produce one electronic copy and one hard copy of a summary invoice for the designated State Accounting representative. The invoices should contain the following information and be sorted by cost centers in ascending numeric order:

    - Cost Center
    - Ship-To Address
    - Purchase Order Number
    - Date of Invoice
    - Invoice Number
    - Quantities

- Unit of Measure
- Item Number
- Full Description of Items Covered
- Unit Price
- Sub-Total
- Freight (if applicable)
- Total Amount Due

Billing for Institutions of Higher Education and Quasi-Public Entities (listed in Appendix A) shall be submitted separately to the billing agency. Contractor agrees to work with each of these respective buying groups to implement the necessary billing procedures.

This award and resulting contract are issued in accordance with the specific requirements described herein and the State's Purchasing Law and Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us.

By signing below, contractor agrees to all contract duration, pricing, discount, rebate, payment and service terms and conditions contained herein and incorporated by reference.

For The Eastern Bag and Paper Company

Signed	Title	Date
	Vice President of Sales	June 2, 2009

State of Rhode Island RFP #B03356

Schedule A - Discounts, Rebates & Incentives

The Eastern Bag and Paper Company

Payment Terms Discount

Payment Terms	Discount %
Other (i.e. use of Electronic Fund Transfer)	0.00%

Electronic Ordering

Additional Discount Percentage from Electronic Ordering	0.00%

Volume Rebate

$50,000	0.00%
$200,000	0.00%
$400,000	0.00%
$800,000	0.00%

State of Rhode Island RFP #B03356

Schedule B: Cleaning Supplies & Mops - Core List

Line #	Product Category	Product Description	Vendor	Manufacturer Name	Manufacturer SKU Number	Unit of Measure	Unit Price
1	Cleaning Supplies & Mops	46" Lamps Wool Duster Extension, Hi-Rise	Eastern	LAMBSKIN	350EX	EA	$ 4.08
2	Cleaning Supplies & Mops	Envy Foaming Disinfectant / Cleaner, Case = 12	Eastern	JOHN DIVERSEY	4531	CASE	$ 31.66
3	Cleaning Supplies & Mops	Bleach, Ultra, 96 Oz	Eastern	CLOROX	2490	PK OF 6	$ 9.75
7	Cleaning Supplies & Mops	Cart, Janitor	Eastern	CONTINENTAL	174	EA	$ 82.46
9	Cleaning Supplies & Mops	Chlorine Bleach, 5.25% Concentrated	Eastern	AUS	BLEACH	CASE	$ 5.51
10	Cleaning Supplies & Mops	Crew Toilet Bowl Cleaner	Eastern	JOHN-DIVERSEY	4578	QT	$ 1.35
11	Cleaning Supplies & Mops	Triad II Disinfectant	Eastern	JOHN-DIVERSEY	3963	GAL	$ 6.35
12	Cleaning Supplies & Mops	Spitfire Power Cleaner	Eastern	JOHN-DIVERSEY	3702	QT	$ 1.97
14	Cleaning Supplies & Mops	Cleanser, Powder (21 Oz / 24 per Case)	Eastern	BABO	PWD	CASE	$ 11.50
16	Cleaning Supplies & Mops	Good Sence No Smoke Deodorizer, Bahama Breeze, Case (12 x 13 ounce containers)	Eastern	JOHN-DIVERSEY	4786	CASE	$ 27.46
18	Cleaning Supplies & Mops	Plastic Cold Cup, 3 Oz.	Eastern	FABRIKAL	RK3	EA	$ 21.02
20	Cleaning Supplies & Mops	Glass Cleaner, 1 gallon	Eastern	STARCO	WINDOW SHINE	EA	$ 2.40
23	Cleaning Supplies & Mops	Graffiti Remover, Case (12 x 20 ounce containers)	Eastern	STARCO	ADA54200	CASE	$ 31.38
24	Cleaning Supplies & Mops	Ice Melt, Calcium Chloride	Eastern	PELADOW	50#	50 LB BAG	$ 9.95
28	Cleaning Supplies & Mops	Mop Bucket / Wringer Combo - Downpress, 35 Quart	Eastern	CONTINENTAL	335-77	EA	$ 53.25
30	Cleaning Supplies & Mops	Polish, Furniture, 32 Oz., Case = 12	Eastern	JOHNSON	4415	CASE	$ 26.83
33	Cleaning Supplies & Mops	General Purpose Spotter, Case (6 x 32 ounce containers)	Eastern	JOHN-DIVERSEY	4192	CASE	$ 21.75
36	Cleaning Supplies & Mops	Urinal Screen	Eastern	HOSPITAL SPECIALTY	3901	PK OF 12	$ 9.84
37	Cleaning Supplies & Mops	Vacuum Cleaner, Back-Pac with attachments and HEPA filters	Eastern	PROTEAM LINE VACER	100277	EA	$ 553.50
38	Cleaning Supplies & Mops	Vacuum Cleaner, Canister Type with attachments and HEPA filters	Eastern	PROTEAM PROCLEAN	103657	EA	$ 396.50
39	Cleaning Supplies & Mops	Vacuum Cleaner, Upright with attachments and HEPA filters	Eastern	CLARKE COMBIVAC	03104A	EA	$ 353.60
44	Cleaning Supplies & Mops	Wet Mop Head, Looped , Large, White, AntiMicrobial	Eastern	WILEN	A02003	DOZEN	$ 75.36
45	Cleaning Supplies & Mops	Wiper Economizer	Eastern	GEORGIA PACIFIC	29112	PK OF 800	$ 22.95

State of Rhode Island RFP #B03356

Schedule C: Cleaning Supplies & Mops - Non-Core List

		The Eastern Bag & Paper Company	
Line #	Product Description	Manufacturer	% Discount Off Manufacturer's Most Recent Catalog List Price
1	Disinfectant Cleaners	Johnson/Diversey	46.5%
2	Restroom Care Products	Johnson/Diversey	46.5%
3	Glass & Surface Cleaners	Johnson/Diversey	46.5%
4	Industrial & Transportation Cleaners	Johnson/Diversey	46.5%
5	Disinfectant Cleaners	National Chemical Labs	40.0%
6	Deodorizers	National Chemical Labs	40.0%
7	Restroom Care Products	National Chemical Labs	40.0%
8	Mop Bucket & Wringers	Continental Manufacturing	47.0%
9	Plastic Waste Receptacles	Continental Manufacturing	47.0%
10	Mops, Mop Handles & Brushes	Continental Manufacturing	47.0%
11	Floor Pads	Continental Manufacturing	47.0%
12	Matting	Crown	35.0%

State of Rhode Island RFP #B03356

Appendix A - List of Billing Agencies

Non-Quasi-Public Billing Agencies
Rhode Island Office of Accounts and Control, Dept. of Administration
Community College of Rhode Island
Rhode Island College
University of Rhode Island
Quasi-Public Billing Agencies
Capital Center Commission
Channel 36 Foundation
Narragansett Bay Water Quality District Commission
RI Airport Corporation
RI Children's Crusade for Higher Education
RI Clean Water Finance Agency
RI Convention Center Authority
RI Economic Development Corporation
RI Economic Policy Council
RI Health and Education Building Corporation
RI Higher Education Assistance Authority
RI Housing and Mortgage Finance Corporation
RI Housing Resources Commission
RI Industrial Facilities Corporation
RI Lottery Commission
RI Partnership for Science and Technology
RI Port Authority
RI Public Buildings Authority
RI Public Telecommunications Authority
RI Public Transit Authority
RI Refunding Bond Authority
RI Resource Recovery Corporation
RI Student Loan Authority
RI Turnpike and Bridge Authority
RI Underground Storage Tank Financial Responsibility Fund Review Board