

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	UNIPAK CORP PO BOX 300027 BROOKLYN, NY 11230-0027 United States
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PLASTIC BAGS - MPA #354	
Award Number	3433825
Revision Number	4
Effective Period	01-AUG-2015 - 31-JUL-2017
Approved PO Date	29-JUL-2016
Vendor Number	37077-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	1430350
Change Order Requisition Number	
Solicitation Number	
Freight	Paid
Payment Terms	NET 30
Buyer	Cowell Jr, John -
Requester Name	Fernandes, Steven
Work Telephone	401-567-5454

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 PURCHASE ORDER 3433825 - UNIPAK CORP.

CHANGE IN EFFECTIVE DATES:
 FROM 8/1/2015 - 7/31/2016 TO 8/1/2015 - 7/31/2017

THE STATE IS EXERCISING THE FIRST OF TWO ONE YEAR RENEWAL OPTIONS AVAILABLE WITHIN THIS AGREEMENT

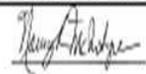
Line	Description	Unit	Unit Price (USD)
1	MPA-354 FY16-FY17 PLASTIC BAGS, 7-10 GAL. CAPACITY, 6	Case	9.25

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

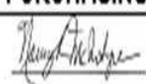

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	MICRONS, MANUFACTURER: UPC, STOCK #242406, SIZE: 24 X 24, CASE COUNT: 1,000		
1.1	MPA-354 FY17-18 PLASTIC BAGS, 7-10 GAL. CAPACITY, 6 MICRONS, MANUFACTURER: UPC, STOCK #242406, SIZE: 24 X 24, CASE COUNT: 1,000	Case	9.25
2	MPA-354 FY16-FY17 PLASTIC BAGS, 20-30 GAL. CAPACITY, 13 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #303713, SIZE: 30 X 37, CASE COUNT: 500	Case	17.7
2.2	MPA-354 FY17-18 PLASTIC BAGS, 20-30 GAL. CAPACITY, 13 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #303713, SIZE: 30 X 37, CASE COUNT: 500	Case	17.7
3	MPA-354 FY16-FY17 PLASTIC BAGS, 33 GAL. CAPACITY, 11 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #334011, SIZE: 33 X 40, CASE COUNT: 500	Case	18.4
3.3	MPA-354 FY17-18 PLASTIC BAGS, 33 GAL. CAPACITY, 11 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #334011, SIZE: 33 X 40, CASE COUNT: 500	Case	18.4
4	MPA-354 FY16-FY17 PLASTIC BAGS, 55 GAL. CAPACITY, 22 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #386022, SIZE: 38 X 60, CASE COUNT: 200	Case	20.9
4.4	MPA-354 FY17-18 PLASTIC BAGS, 55 GAL. CAPACITY, 22 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #386022, SIZE: 38 X 60, CASE COUNT: 200	Case	20.9
5	MPA-354 FY16-FY17 PLASTIC BAGS, 55 GAL. CAPACITY, 22 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #386022, SIZE: 38 X 60, CASE COUNT: 200	Case	20.9
5.5	MPA-354 FY17-18 PLASTIC BAGS, 55 GAL. CAPACITY, 22 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #386022, SIZE: 38 X 60, CASE COUNT: 200	Case	20.9
6	MPA-354 FY16-FY17 PLASTIC BAGS, 40-45 GAL. CAPACITY, 14 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #404814, SIZE: 40 X 48, CASE COUNT: 250	Case	17.39
6.6	MPA-354 FY17-18 PLASTIC BAGS, 40-45 GAL. CAPACITY, 14 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #404814, SIZE: 40 X 48, CASE COUNT: 250	Case	17.39
7	MPA-354 FY16-FY17 PLASTIC BAGS, 50 GAL. CAPACITY, 23 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #434823, SIZE: 43 X 48, CASE COUNT: 200	Case	17.39
7.7	MPA-354 FY17-18 PLASTIC BAGS, 50 GAL. CAPACITY, 23 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #434823, SIZE: 43 X 48, CASE COUNT: 200	Case	17.39
8	MPA-354 FY16-FY17 PLASTIC BAGS, 23 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #434823N, SIZE 43 X 48, CASE COUNT: 200	Case	17.39
8.1	MPA-354 FY17-18 PLASTIC BAGS, 23 MICRONS, CLEAR,	Case	17.39

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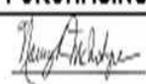
STATE PURCHASING AGENT

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	MANUFACTURER: UPC, STOCK #434823N, SIZE 43 X 48, CASE COUNT: 200		
9	MPA-354 FY16-FY17 PLASTIC BAGS, 5.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #24L, SIZE: 24 X 22.5	Case	9.6
9.1	MPA-354 FY17-18 PLASTIC BAGS, 5.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #24L, SIZE: 24 X 22.5	Case	9.6
10	MPA-354 FY16-FY17 PLASTIC BAGS, 10.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #303710, SIZE: 30 X 36, CASE COUNT: 500	Case	14.15
10.1	MPA-354 FY17-18 PLASTIC BAGS, 10.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #303710, SIZE: 30 X 36, CASE COUNT: 500	Case	14.15
11	MPA-354 FY16-FY17 PLASTIC BAGS, 9.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #33399, SIZE: 33 X 39, CASE COUNT: 500	Case	16.4
11.1	MPA-354 FY17-18 PLASTIC BAGS, 9.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #33399, SIZE: 33 X 39, CASE COUNT: 500	Case	16.4
12	MPA-354 FY16-FY17 PLASTIC BAGS, 17.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #385617, SIZE: 38 X 56, CASE COUNT: 200	Case	16.9
12.1	MPA-354 FY17-18 PLASTIC BAGS, 17.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #385617, SIZE: 38 X 56, CASE COUNT: 200	Case	16.9
13	MPA-354 FY16-FY17 PLASTIC BAGS, 17.0 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #385617, SIZE: 38 X 56, CASE COUNT: 200	Case	16.9
13.1	MPA-354 FY17-18 PLASTIC BAGS, 17.0 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #385617, SIZE: 38 X 56, CASE COUNT: 200	Case	16.9
14	MPA-354 FY16-FY17 PLASTIC BAGS, 11.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #404711, SIZE: 40 X 47, CASE COUNT: 200	Case	10.9
14.1	MPA-354 FY17-18 PLASTIC BAGS, 11.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #404711, SIZE: 40 X 47, CASE COUNT: 200	Case	10.9
15	MPA-354 FY16-FY17 PLASTIC BAGS, 18.5 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #4347185, SIZE: 43 X 47, CASE COUNT: 200	Case	16.9
15.1	MPA-354 FY17-18 PLASTIC BAGS, 18.5 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #4347185, SIZE: 43 X 47, CASE COUNT: 200	Case	16.9
16	MPA-354 FY16-FY17 PLASTIC LINER, 43 X 48, 22 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #434822, SIZE: 43 X 48, CASE COUNT: 150	Case	14.9

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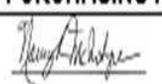
STATE PURCHASING AGENT

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
16.1	MPA-354 FY17-18 PLASTIC LINER, 43 X 48, 22 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #434822, SIZE: 43 X 48, CASE COUNT: 150	Case	14.9
17	MPA-354 FY16-FY17 GREEN CERTIFIED PRODUCTS THROUGH VENDOR CATALOG UPON AGENCY REQUEST, PER THE BID SPECIFICATIONS.	Each	1
<p>DELIVERY: 1-10 DAYS ARO</p> <p>SUPPLIER CONTACT: BRIAN MARCUS - (888) 808-5120 FAX: (718) 677-9371 EMAIL: UNIPAKCORP@AOL.COM</p> <div data-bbox="246 737 774 816" style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p>Line 17 CANCELED on 10-SEP-2015</p> </div>			

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STATE PURCHASING AGENT
 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

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).

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.

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.

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.

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.

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.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

**CONTRACT USER GUIDE
MPA PLASTIC BAGS
MASTER PRICE AGREEMENT ("MPA") #354
BID SOLICITATION #7549727
CONTRACT TERM 8/1/2015 – 7/31/2016
WITH 2 AVAILABLE 1-YEAR RENEWAL OPTIONS
AT THE SOLE DISCRETION OF THE STATE**

BACKGROUND:

Bid solicitation #7549727 provides state agencies with plastic bags. The Blanket Purchase Agreement includes 16 line items. The term is 8/1/2015 – 7/31/2016 with 2 available 1-year renewal options at the sole discretion of the state. Of the eight bids submitted, seven vendors bid on all line items. Unipak Corp., was deemed the total overall low responsive and responsible bid.

WHO CAN USE THIS CONTRACT:

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).

VENDOR AWARDS CONTACT INFORMATION:

Purchase Order # 3433825

Vendor Name: Unipak Corp.

Existing Account

Contact Name: Brian Marcus
Tel: (888) 808-5120
Email: unipakcorp@aol.com

DIVISION OF PURCHASES CONTACT:

Name: J. Anthony Cowell
Title: Buyer II
Tel: (401) 574-8114
Email: john.cowell@purchasing.ri.gov

Analyze RFQ: PLASTIC BAGS - MPA-354

RFQ 7549727.1
 Close Date 7/23/2015 11:00
 RFQ Currency USD

Quotes Received 8
 Active Quotes 7
 Shortlisted Quotes 7

Header

Supplier Site	AWRICK PROFESSIONAL PRODUCTS OF RI INC	ALL AMERICAN POLY CORP QUOTE 2485183	BANNER SYSTEMS OF MASSACHUSETTS INC	CENTRAL POLY CORP QUOTE 2481184	INTERGRO PACKAGING CORPORATION	MANSFIELD PAPER CO INC QUOTE 2483165	UNIPAK CORP QUOTE 2485166	W W GRAMMER INC QUOTE 2482166
Contact	Trenshaw, Mark	ROSEWASSER, ZENE	SOUZA, WILLIAM	HOFFER, ANDREW	FLOHR, FEIGE	DESLAURIERS, JEN	MARGUS, BRIAN	Lechir, Dave
Quote Status	Included	Included	Included	Included	Included	Included	Included	Included
Quote Status	Included	Included	Included	Included	Included	Included	Included	Included
Quote Total	343,068.00	627,236.00	324,470.00	324,487.00	411,708.00	347,025.00	291,799.00	186,048.00
Total Award Amount								
Time of Quote	7/22/2015 14:23	7/22/2015 10:24	7/22/2015 9:01	7/22/2015 9:54	7/23/2015 9:54	7/22/2015 11:42	7/22/2015 9:41	7/22/2015 10:56
Quote Valid Until								
Supplier's Quote Number								
Note to Buyer								
Attachments	No	No	No	No	No	No	No	No

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State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
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V E N D O R	UNIPAK CORP PO BOX 300027 BROOKLYN, NY 11230-0027 United States
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PLASTIC BAGS	
Award Number	3433825
Revision Number	3
Effective Period	01-AUG-2015 - 31-JUL-2016
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Solicitation Number	
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Buyer	Cowell Jr, John

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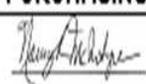
CASE COUNT ON LINE #16 WAS CHANGED FROM 200 TO 150.

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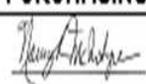
STATE PURCHASING AGENT
 Nancy R. McIntyre

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13	MPA-354 FY16-FY17 PLASTIC BAGS, 17.0 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #385617, SIZE: 38 X 56, CASE COUNT: 200	Case	16.9
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16	MPA-354 FY16-FY17 PLASTIC LINER, 43 X 48, 22 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #434822, SIZE: 43 X 48, CASE COUNT: 150	Case	14.9
17	MPA-354 FY16-FY17 GREEN CERTIFIED PRODUCTS THROUGH VENDOR CATALOG UPON AGENCY REQUEST, PER THE BID SPECIFICATIONS.	Each	1
<p>DELIVERY: 1-10 DAYS ARO</p> <p>SUPPLIER CONTACT: BRIAN MARCUS - (888) 808-5120 FAX: (718) 677-9371 EMAIL: UNIPAKCORP@AOL.COM</p>			

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>

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

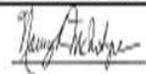
STATE PURCHASING AGENT

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
<div data-bbox="246 312 773 394" style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Line 17 CANCELED on 10-SEP-2015</p> </div>			

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STATE PURCHASING AGENT
 Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

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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.

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.

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.

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.



Notice of Blanket Purchase Agreement

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

UNIPAK CORP
 PO BOX 300027
 BROOKLYN, NY 11230-0027
 United States

PLASTIC BAGS	
Award Number 3433825	Effective Period: 01-AUG-15 - 31-JUL-16

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 21-AUG-15 Buyer: J Cowell Jr Shipping: Paid Terms: NET 30 Vendor # 37077	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Department		Type of Requisition	Bid Number	Requisition Number
			7549727	
Line	Item	Item Description	Unit	Unit Price

		8/1/15 - 7/31/16 WITH 2 ONE YEAR RENEWAL OPTIONS AT THE SOLE DISCRETION OF THE STATE.		
1		MPA-354 FY16-FY17 PLASTIC BAGS, 7-10 GAL. CAPACITY, 6 MICRONS, MANUFACTURER: UPC, STOCK #242406, SIZE: 24 X 24, CASE COUNT: 1,000	Case	9.25
2		MPA-354 FY16-FY17 PLASTIC BAGS, 20-30 GAL. CAPACITY, 13 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #303713, SIZE: 30 X 37, CASE COUNT: 500	Case	17.7
3		MPA-354 FY16-FY17 PLASTIC BAGS, 33 GAL. CAPACITY, 11 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #334011, SIZE: 33 X 40, CASE COUNT: 500	Case	18.4
4		MPA-354 FY16-FY17 PLASTIC BAGS, 55 GAL. CAPACITY, 22 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #386022, SIZE: 38 X 60, CASE COUNT: 200	Case	20.9
5		MPA-354 FY16-FY17 PLASTIC BAGS, 55 GAL. CAPACITY, 22 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #386022, SIZE: 38 X 60, CASE COUNT: 200	Case	20.9
6		MPA-354 FY16-FY17 PLASTIC BAGS, 40-45 GAL. CAPACITY, 14 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #404814, SIZE: 40 X 48, CASE COUNT: 250	Case	17.39
7		MPA-354 FY16-FY17 PLASTIC BAGS, 50 GAL. CAPACITY, 23 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #434823, SIZE: 43 X 48, CASE COUNT: 200	Case	17.39
8		MPA-354 FY16-FY17 PLASTIC BAGS, 23 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #434823N, SIZE 43 X 48, CASE COUNT: 200	Case	17.39
9		MPA-354 FY16-FY17 PLASTIC BAGS, 5.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #24L, SIZE: 24 X 22.5	Case	9.6
10		MPA-354 FY16-FY17 PLASTIC BAGS, 10.0 MICRONS, CLEAR, MANUFACTURER:	Case	14.15

STATE PURCHASING AGENT
 Nancy R. McIntyre



Notice of Blanket Purchase Agreement

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 ONE CAPITOL HILL
 PROVIDENCE RI 02908

UNIPAK CORP
 PO BOX 300027
 BROOKLYN, NY 11230-0027
 United States

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--	--	---	--	--

Department		Type of Requisition	Bid Number	Requisition Number
			7549727	
Line	Item	Item Description	Unit	Unit Price

		UPC, STOCK #303710, SIZE: 30 X 36, CASE COUNT: 500		
11		MPA-354 FY16-FY17 PLASTIC BAGS, 9.0 MICRONS, CLEAR, MANUFACTURER: UPC, STOCK #33399, SIZE: 33 X 39, CASE COUNT: 500	Case	16.4
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16		MPA-354 FY16-FY17 PLASTIC LINER, 43 X 48, 22 MICRONS, BLACK, MANUFACTURER: UPC, STOCK #434822, SIZE: 43 X 48, CASE COUNT: 200 DELIVERY: 1-10 DAYS ARO SUPPLIER CONTACT: BRIAN MARCUS - (888) 808-5120 FAX: (718) 677-9371 EMAIL: UNIPAKCORP@AOL.COM	Case	14.9

STATE PURCHASING AGENT
 Nancy R. McIntyre

CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

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