



Notice of Blanket Purchase Agreement

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

YOUNG BROTHERS
 DIV OF ECIN INDUSTRIES INC
 77 WEAVER STREET
 FALL RIVER, MA 02720
 United States

MATTRESSES (MPA-37)	
Award Number 3128749	Effective Period: 01-APR-09 - 31-MAR-10

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 11-MAR-09 Buyer: L Roche Shipping: Paid Terms: NET 30 Vendor # 1456	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
			7188878,1	
Line	Item	Item Description	Unit	Unit Price

		BLANKET REQUIREMENTS: 4/1/09 - 3/31/10 MASTER PRICE AGREEMENT #37 MATTRESSES PER SPECIFICATIONS PROVIDED AT TIME OF BID SOLICITION. SUPPLIER CONTACT: PATRICIA MACMILLEN TELEPHONE: 508-675-6920 FAX: 508-675-6922		
1		MPA-37 4/1/09-3/31/10 MATTRESS, BED, FELT, TAPED EDGE, FLAME RETARDANT PER SPEC. NO. 4358-03. SIZE 30 X 72 X 4 MANUFACTURER: YOUNG BROS. MODEL # WBICON 1A	Each	72
2		MPA-37 4/1/09-3/31/10 MATTRESS, BED, FELT, TAPED EDGE FLAME RETARDANT. PER SPEC. NO. 4358-03. SIZE 33 X 72 X 4 MANUFACTURER: YOUNG BROS. MODEL # WBICON 1B	Each	73
3		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, FLAME RETARDANT, TWIN SIZE, TYPE 1 STYLE B, PER SPEC NO. 4358-04 AND NO. 4358-09 --MATTRESS ONLY SIZE 36X 75 MANUFACTURER: YOUNG BROS. MODEL # WBICON 2A	Each	107

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4		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, FLAME RETARDANT, TWIN SIZE, TYPE 1 STYLE B, PER SPEC NO. 4358-04 AND NO. 4358-09 - SIZE 36 X 80, MATTRESS ONLY MANUFACTURER: YOUNG BROS. MODEL # WBICON 2C	Each	109
5		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, FLAME RETARDANT, TWIN SIZE, TYPE 1 STYLE B, PER SPEC NO. 4358-04 AND NO. 4358-09 - MATTRESS ONLY, SIZE 39 X 75 MANUFACTURER: YOUNG BROS. MODEL # WBICON 2E	Each	109
6		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, FLAME RETARDANT, TWIN SIZE, TYPE 1 STYLE B, PER SPEC NO. 4358-04 AND NO. 4358-09 - MATTRESS ONLY, SIZE 39 X 80 MANUFACTURER: YOUNG BROS. MODEL # WBICON 2G	Each	113
7		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, FLAME RETARDANT, DOUBLE SIZE TYPE 1, STYLE B, PER SPEC. NO. 4358-04 AND NO. 4358-09. MATTRESS ONLY SIZE 54 X 75. MANUFACTURER: YOUNG BROS. MODEL # WBICON 3A	Each	129
8		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, FLAME RETARDANT, DOUBLE SIZE TYPE 1, STYLE B, PER SPEC. NO. 4358-04 AND NO. 4358-09.	Each	155

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		MATTRESS ONLY, SIZE 54 X 80. MANUFACTURER: YOUNG BROS. MODEL# WBICON 3C		
9		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, FLAME RETARDANT, DOUBLE SIZE TYPE 1, STYLE B, PER SPEC. NO. 4358-04 AND NO. 4358-09. MATTRESS ONLY, SIZE 60 X 80. MANUFACTURER: YOUNG BROS. MODEL # WBICON 3E	Each	165
10		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, INVERTED SEAMS, FLAME RETARDANT, PER SPEC. NO. 4358-04A AND NO. 4358-09. MATTRESS ONLY, SIZE 36 X 75 MANUFACTURER: YOUNG BROS. MODEL # WBICON 4A	Each	112
11		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, INVERTED SEAMS, FLAME RETARDANT, PER SPEC. NO. 4358-04A AND NO. 4358-09. MATTRESS ONLY, SIZE 36 X 80 MANUFACTURER: YOUNG BROS. MODEL # WBICON 4C	Each	114
12		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, INVERTED SEAMS, FLAME RETARDANT, PER SPEC. NO. 4358-04A AND NO. 4358-09. MATTRESS ONLY, SIZE 39 X 75	Each	114

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		MANUFACTURER: YOUNG BROS. MODEL # WBICON 4E		
13		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, INVERTED SEAMS, FLAME RETARDANT, PER SPEC. NO. 4358-04A AND NO. 4358-09. MATTRESS ONLY, SIZE 39 X 80 MANUFACTURER: YOUNG BROS. MODEL # WBICON 4G	Each	118
14		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, INVERTED SEAMS, FLAME RETARDANT, PER SPEC. NO. 4358-04A AND NO. 4358-09. MATTRESS ONLY, SIZE 54 X 75 MANUFACTURER: YOUNG BROS. MODEL # WBICON 4I	Each	134
15		MPA-37 4/1/09-3/31/10 MATTRESS BED, INNERSPRING, INVERTED SEAMS, FLAME RETARDANT, PER SPEC. NO. 4358-04A AND NO. 4358-09. MATTRESS ONLY, SIZE 54 X 80 MANUFACTURER: YOUNG BROS. MODEL # WBICON 4K	Each	160
16		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE, DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05 - SIZE 23 X 72 X 4 MANUFACTURER: YOUNG BROS.	Each	72

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		MODEL # WBICON 5A		
17		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE, DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05 SIZE 26 X 74 X 4 MANUFACTURER: YOUNG BROS. MODEL # WBICON 5B	Each	74
18		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE, DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05 - SIZE 28 X 72 X 4 MANUFACTURER; YOUNG BROS. MODEL # WBICON 5C	Each	73
19		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE, DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05 - SIZE 30X 72 X 4 MANUFACTURER: YOUNG BROS. MODEL # WBICON 5D	Each	74
20		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE, DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05 SIZE 30 X 74 X 4 MANUFACTURER: YOUNG BROS. MODEL # WBICON 5E	Each	74
21		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE,	Each	73

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		DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05 SIZE 33 X 72 X 4 MANUFACTURER: YOUNG BROS. MODEL # WBICON 5F		
22		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE, DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05 SIZE 35 X 80 X 4 MANUFACTURER: YOUNG BROS. MODEL # WBICON 5G	Each	78
23		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE, DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05 SIZE 35 X 72 X 4 MANUFACTURER: YOUNG BROS. MODEL # WBICON 5H	Each	73
24		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE, DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05 SIZE 36-1/2 X 89 X 4 MANUFACTURER: YOUNG BROS. MODEL # WBICON 5I	Each	81
25		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE, DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05- SIZE 28 X 80 X 5	Each	82

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		MANUFACTURER: YOUNG BROS. MODEL # WBICON 5J		
26		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE, DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05 SIZE 35 X 80 X 6 MANUFACTURER: YOUNG BROS. MODEL # WBICON 5K	Each	92
27		MPA-37 4/1/09-3/31/10 MATTRESS BED, INVERTED SEAMS, TAPED EDGE, DOUBLE FELT COVERING, FLAME RETARDANT PER SPEC NO. 4358-05 - SIZE 36 X 77 X 6 MANUFACTURER: YOUNG BROS. MODEL # WBICON 5L	Each	91

STATE PURCHASING AGENT

CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

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.

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.

FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END

AWARDS EXTENDING BEYOND JUNE 30TH 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.

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).

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.