



Notice of Blanket Purchase Agreement

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

CLARKS TRADING COMPANY
 PO BOX 328
 WALES, WI 53183
 United States

MEAT: CURED, FRESHS AND FROZEN
 (MONTH OF JUNE)

**Award
 Number**
 3137736

Effective Period:
 19-MAY-09 - 31-AUG-09

| | | | | |
|--|---|--|--|---|
| S H I P T O | DOC CENTRAL DISTRIBUTION CENTER 144 POWER ROAD CRANSTON,RI 02920 United States | Date: 14-MAY-09 Buyer: C Melillo Shipping: Paid Terms: NET 30 Vendor # 2985 | I N V O I C E | DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE,RI 02908 United States |
| | | | | |

| Department | | Type of Requisition | Bid Number | Requisition Number |
|------------|------|---------------------|------------|--------------------|
| | | | 7240878 | |
| Line | Item | Item Description | Unit | Unit Price |

| | | | | |
|---|--|--|-------|------|
| | | BLANKET REQUIREMENTS: 5/19/09 - 8/31/09 PRODUCT TO BE ORDERED FOR USE IN THE MONTH OF JUNE, 2009 THE BLANKET PERIOD IS 3 MONTHS TO ALLOW FOR THE PROCESSING OF INVOICES. THIS MASTER PRICE AGREEMENT IS TO BE USED BY THE CENTRAL DISTRIBUTION CENTER. MASTER PRICE AGREEMENT # 411 INDIVIDUAL ORDERS WILL BE PLACED FOR ACTUAL QUANTITIES REQUIRED. THE CENTRAL DISTRIBUTION CENTER WILL PROVIDE ORDERING AND INVOICING INSTRUCTIONS. ALL CASES MUST BE BAR CODED. AGENCY CONTACT: BILL GELSOMINO (401) 462-0599 SUPPLIER CONTACT: CLARK BEIER, PRESIDENT (262-968-5598 FAX: (262) 968-3205 | | |
| 1 | | MPA-411 5/19/09 - 8/31/09 Pork Chops, IQF, Center Cut (Middle 8 Ribs) Grade:Select #1 State of Refrig:Frozen. Weight Range:6 oz. as specified. CDC-1178. | Pound | 2.11 |
| 2 | | MPA-411 5/19/09 - 8/31/09 Bologna, All-Beef, No Variety Meats or Beef By-Prods. 3.5" to 5" Roll. Natural Color. State of Refrig:Frozen. Weight Range:7-12 #. - BARTLOW 40# CW 4/CS | Pound | 1.27 |
| 3 | | MPA-411 5/19/09 - 8/31/09 Fine Ground Pork, Not to exceed 15% Fat. Packed in 10# Poly Bags. State of Refrig:Frozen. Weight Range:10# Polybags. CDC-1168. | Pound | 1.23 |
| 4 | | MPA-411 5/19/09 - 8/31/09 Veal Patty 100% Veal, Breaded, Must have an | Pound | 1.62 |

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| STATE PURCHASING AGENT |
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| | | | | |
|---|--|---|-------|------|
| | | ingredients label that lists all ingredients. State of Refrig: Frozen. Weight Range:4 & 6 oz. as specified. CDC #1142. | | |
| 5 | | MPA-411 5/19/09 - 8/31/09 Fine Ground Veal, NTE 15% Fat. Packed in 10# Polybags. State of Refrig: Frozen. Weight Range: 10# polybags. CDC #1169. | Pound | 1.62 |
| 6 | | MPA-411 5/19/09 - 8/31/09 Sausage Meat (Italian Style). 25% Max. Fat Content, No artificial flavors or preservatives are allowed. State of Refrig: Frozen. Weight Range: 10# polybags. CDC #1166. - COOKS 10# | Pound | 1.44 |

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| STATE PURCHASING AGENT |
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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

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.

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.

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.

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).

DELIVERY - CENTRAL DISTRIBUTION CTR - DOC

DELIVERY INSTRUCTIONS: CENTRAL DISTRIBUTION CENTER DEPT. OF CORRECTIONS 144 POWER ROAD, CRANSTON, RI 02920 (PHONE 462-4022) Delivery only 8:30 AM to 12:00 noon and 12:30 PM to 2:30 PM, Monday through Friday, with shipping slip showing Purchase Order Number and Item Number of State Purchase Order. Any merchandise to be delivered must be on 48" x 40" pallets. If pallets are in good condition, we will exchange them, but only this size pallet. Any merchandise being delivered on other size pallets must be stripped by the trucker and put on our size pallets (48" x 40"). Unsealed packages not accepted. ALL CASES MUST BE BAR-CODED.

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.