



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

DECEMBER 10, 2014

MPA CONTRACT CHANGE ORDER SUMMARY
BREAD, FRESH, BAGELS, FRESH AND ROLLS, FRESH
(“MPA”) #77
PURCHASE ORDER #3371088 - HOMESTEAD BAKING CO

ABOUT CHANGE ORDERS:

Certain factors may require the buyer to generate change orders to purchase orders issued under master price agreements. [Ex: change of vendor information, changes to line items, extensions for solicitations and renewal options exercised.] The following summary is provided to clarify change orders issued for the above referenced purchase order. Agencies are required to adhere to all MPA user instructions and purchase order terms and conditions.

THIS CHANGE ORDER IS AN EXTENSION OF THE EFFECTIVE PERIOD:

FROM: 4/3/14 – 12/31/14

TO: 4/3/14 – 3/31/15

TO ALLOW TIME FOR A NEW BID AND AWARD

The change order amending this purchase order is attached.

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).

DIVISION OF PURCHASES CONTACT:

Name: Charlotte Melillo
Title: Chief Implementation Aide
Tel: 401-574-8110
Email: charlotte.melillo@Purchasing.RI.Gov

VENDOR CONTACT INFORMATION:

Name: Vincent Palmiotti
Tel: (401) 434-0551
vin@homesteadbaking.com



RI Purchase Agreement Amendment Report

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

HOMESTEAD BAKING CO
 145 N BROADWAY
 RUMFORD, RI 02916
 United States

Amendment Date: 10-DEC-14
 Original Award Date: 01-APR-14
 Buyer: C Melillo
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 241

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 2 Award Number 3371088 Effective Period 02-APR-14 - 31-MAR-15	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	BREAD, BAGELS AND ROLLS, FRESH (MPA-77)			

Description			Bid Number	Change Order Req#	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
BREAD, BAGELS AND ROLLS, FRESH (MPA-77)					
		CHANGE TO PO 3371088 CHANGE EFFECTIVE PERIOD: FROM: 4/2/14 - 12/31/14 TO: 4/2/14 - 3/31/15 TO ALLOW TIME FOR REBID AND AWARD.			
1.1	375.15	MPA-77 1/1/15 - 3/31/15 WHITE PULLMAN - LOAVES 24 OZ. WT, 26 USABLE SLICES PER LOAF		Loaf	1.2
2.1	375.15	MPA-77 1/1/15 - 3/31/15 - WHEAT PULLMAN - LOAVES 24 OZ. WT, 26 USABLE SLICES PER LOAF		Loaf	1.25
3.1	375.15	MPA-77 1/1/15 - 3/31/15 RYE PULLMAN, SEEDLESS LOAVES, 24 WT, 26 USABLE SLICES PER LOAF		Loaf	1.4
4.1	375.15	MPA-77 1/1/15 - 3/31/15 TEXAS STYLE TOAST, 3/4" SLICE, WT PER LOAF 16 OZ, 10 USABLE SLICES PER LOAF		Loaf	1.2
5.1	375.15	MPA-77 1/1/15 - 3/31/15 FRANKFURT ROLLS, SLICED 18 OZ/DOZEN		Dozen	1.2
6.1	375.15	MPA-77 1/1/15 - 3/31/15 HAMBURGER BUNS, SLICED 24 OZ /16 PK		Package	1.6
7.1	375.15	MPA-77 1/1/15 - 3/31/15 WEINER ROLLS, 5 1/2"-6" SPLIT ON SIDE, 18 OZ. WT PER DOZEN		Dozen	1.2
8.1	375.15	MPA-77 1/1/15 - 3/31/15 DINNER ROLLS - 15 OZ./DOZEN		Dozen	1.15
9.1	375.15	MPA-77 1/1/15 - 3/31/15 DINNER ROLLS, WHEAT (80% WHEAT 20% WHITE) - 15 OZ./DOZEN		Dozen	1.2

STATE PURCHASING AGENT

 Nancy R. McIntyre



RI Purchase Agreement Amendment Report

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

HOMESTEAD BAKING CO
145 N BROADWAY
RUMFORD, RI 02916
United States

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BREAD, BAGELS AND ROLLS, FRESH (MPA-77)

Description			Bid Number	Change Order Req#
BREAD, BAGELS AND ROLLS, FRESH (MPA-77)				
10.1	375.15	MPA-77 1/1/15 - 3/31/15 SALAD ROLLS - 19.5 OZ, 16 PK	Package	1.65
11.01	375.15	MPA-77 1/1/15 - 3/31/15 ENGLISH MUFFINS - 24 OZ WT PER DOZEN	Dozen	1.3
11.2	375.15	MPA-77 1/1/15 - 3/31/15 100 % WHEAT ENGLISH MUFFINS - 24 OZ. WT PER DOZEN	Dozen	1.3
12.1	375.15	MPA-77 1/1/15 - 3/31/15 RAISIN BREAD, 16 OZ. WT PER LOAF, USABLE SLICES PER LOAF 16	Loaf	1.9
13.1	375.15	MPA-77 1/1/15 - 3/31/15 BREAD CRUMBS (WHITE) UNSEASONED, 25 LB. CONTAINER WEIGHT	Pound	1
14.1	375.15	MPA-77 1/1/15 - 3/31/15 BAGELS, FRESH, ASSORTED, SLICED, TO INCLUDE WHEAT, ONION, RAISIN, EGG AND PLAIN, 24 OZ./DZ - PER 6 PK	Package	1.7
15.1	375.15	MPA-77 1/1/15 - 3/31/15 WHITE BREAD, LOW-FAT, LOW-CAL, 40 CALORIES PER SLICE, 16 OZ WT PER LOAF, 20 USABLE SLICES PER LOAF	Loaf	1.7
16.1	375.15	MPA-77 1/1/15 - 3/31/15 WHEAT BREAD, LOW-FAT, LOW-CAL, 40 CALORIES PER SLICE, 16 OZ WT PER LOAF, 20 USABLE SLICES PER LOAF	Loaf	1.7
17.1	375.15	MPA-77 1/1/15 - 3/31/15 HAMBURGER BUNS, SLICED 24 OZ/16 PACK (80% WHEAT/20%WHITE)	Package	1.8
18.1	375.15	MPA-77 1/1/15 - 3/31/15 FRANKFURT ROLLS, SLICED 24 OZ/16 PACK (80% WHEAT/20%WHITE)	Package	1.8

STATE PURCHASING AGENT

Nancy R. McIntyre

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



Notice of Blanket Purchase Agreement

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

HOMESTEAD BAKING CO
145 N BROADWAY
RUMFORD, RI 02916
United States

BREAD, BAGELS AND ROLLS, FRESH
(MPA-77)

Award
Number
3371088

Effective Period:
02-APR-14 - 31-DEC-14

S H I P P I N G	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 01-APR-14 Buyer: C Melillo Shipping: Paid Terms: NET 30 Vendor #: 241	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
			N/A	
Line	Item	Item Description	Unit	Unit Price

		<p>RFQ #7530366 4/2/14 - 12/31/14 MPA-77</p> <p>BREAD, FRESH, BAGELS, FRESH, AND ROLLS, FRESH IN ACCORDANCE WITH SPECS AND DOCUMENTS OF PUBLIC BID 7530366</p> <p>ITEMS 1 THRU 18 WAS AWARDED ON A TOTAL LOW BASIS. THESE ITEMS WILL BE ORDERED THROUGH THE CDC AND DELIVERED MONDAYS, WEDNESDAYS, AND FRIDAYS TO THE CDC WITH THE EXCEPTION OF VET'S HOME. VET'S HOME ORDER MUST BE DELIVERED TO VET'S HOME.</p> <p>NONE OF THE ITEMS LISTED BELOW ARE LOW FAT WITH THE EXCEPTION OF ITEMS 15 AND 16.</p> <p>CDC DELIVERY POINT: CENTRAL DISTRIBUTION CENTER, 144 POWER ROAD, CRANSTON, RI 02920 PRODUCTS ORDERED BY VET'S HOME MUST BE DELIVERED TO VET'S HOME.</p> <p>SUPPLIER CONTACT: VINCENT PALMIOTTI (401) 434-0551 vin@homesteadbaking.com *</p>		
1		MPA-77 4/2/14 - 12/31/14 WHITE PULLMAN - LOAVES 24 OZ. WT, 26 USABLE SLICES PER LOAF	Loaf	1.2
2		MPA-77 4/2/14 - 12/31/14 WHEAT PULLMAN - LOAVES 24 OZ. WT, 26 USABLE SLICES PER LOAF	Loaf	1.25
3		MPA-77 4/2/14 - 12/31/14 RYE PULLMAN, SEEDLESS LOAVES, 24 WT, 26	Loaf	1.4

STATE PURCHASING AGENT
Lorraine A. Hynes

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 145 N BROADWAY
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 United States

BREAD, BAGELS AND ROLLS, FRESH
 (MPA-77)

Award Number
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Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

		USABLE SLICES PER LOAF		
4		MPA-77 4/2/14 - 12/31/14 TEXAS STYLE TOAST, 3/4" SLICE, WT PER LOAF 16 OZ, 10 USABLE SLICES PER LOAF	Loaf	1.2
5		MPA-77 4/2/14 - 12/31/14 FRANKFURT ROLLS, SLICED 18 OZ/DOZEN	Dozen	1.2
6		MPA-77 4/2/14 - 12/31/14 HAMBURGER BUNS, SLICED 24 OZ /16 PK	Package	1.6
7		MPA-77 4/2/14 - 12/31/14 WEINER ROLLS, 5 1/2"-6" SPLIT ON SIDE, 18 OZ. WT PER DOZEN	Dozen	1.2
8		MPA-77 4/2/14 - 12/31/14 DINNER ROLLS - 15 OZ./DOZEN	Dozen	1.15
9		MPA-77 4/2/14 - 12/31/14 DINNER ROLLS, WHEAT (80% WHEAT 20% WHITE) - 15 OZ./DOZEN	Dozen	1.2
10		MPA-77 4/2/14 - 12/31/14 SALAD ROLLS - 19.5 OZ, 16 PK	Package	1.65
11		MPA-77 4/2/14 - 12/31/14 ENGLISH MUFFINS - 24 OZ WT PER DOZEN	Dozen	1.3
11.1		MPA-77 4/2/14 - 12/31/14 100 % WHEAT ENGLISH MUFFINS - 24 OZ. WT PER DOZEN	Dozen	1.3
12		MPA-77 4/2/14 - 12/31/14 RAISIN BREAD, 16 OZ. WT PER LOAF, USABLE SLICES PER LOAF 16	Loaf	1.9
13		MPA-77 4/2/14 - 12/31/14 BREAD CRUMBS (WHITE) UNSEASONED, 25 LB. CONTAINER WEIGHT	Pound	1
14		MPA-77 4/2/14 - 12/31/14 BAGELS, FRESH, ASSORTED, SLICED, TO INCLUDE WHEAT, ONION, RAISIN, EGG AND PLAIN, 24 OZ./DZ - PER 6 PK	Package	1.7
15		MPA-77 4/2/14 - 12/31/14 WHITE BREAD, LOW-FAT, LOW-CAL, 40 CALORIES PER SLICE, 16 OZ WT PER LOAF, 20 USABLE SLICES PER LOAF	Loaf	1.7
16		MPA-77 4/2/14 - 12/31/14 WHEAT BREAD, LOW-FAT, LOW-CAL, 40 CALORIES PER SLICE, 16 OZ WT PER LOAF, 20 USABLE SLICES PER LOAF	Loaf	1.7
17		MPA-77 4/2/14 - 12/31/14 HAMBURGER BUNS, SLICED 24 OZ/16 PACK (80%	Package	1.8

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes

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HOMESTEAD BAKING CO
145 N BROADWAY
RUMFORD, RI 02916
United States

BREAD, BAGELS AND ROLLS, FRESH
(MPA-77)

Award Number 3371088
Effective Period: 02-APR-14 - 31-DEC-14

S H I P P I N G T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 01-APR-14 Buyer: C Melillo Shipping: Paid Terms: NET 30 Vendor # 241	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
			N/A	
Line	Item	Item Description		Unit Price

		WHEAT/20%WHITE)		
18		MPA-77 4/2/14 - 12/31/14 FRANKFURT ROLLS, SLICED 24 OZ/16 PACK (80% WHEAT/20%WHITE)	Package	1.8

STATE PURCHASING AGENT
Lorraine A. Hynes

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HOMESTEAD BAKING COMPANY
BID SPECIFICATIONS / INSTRUCTIONS - MPA-77

1. PROVIDE ALL INFORMATION REQUESTED. FAILURE TO DO SO WILL RESULT IN THE DISQUALIFICATION OF YOUR BID.
ALL BLANK LINES MUST BE COMPLETED EVEN IF BIDDING TO SPECIFICATIONS.
2. ITEMS 1 THROUGH 18 WILL BE AWARDED TOTAL LOW. ITEMS 19 THROUGH 25 WILL BE AWARDED TOTAL LOW. YOU MUST BID ALL ITEMS TO BE CONSIDERED.
3. PRODUCTS BID MUST MEET SPECIFICATIONS AND WEIGHT RANGES.
4. WHERE USABLE SLICE PER LOAF IS REQUESTED, DO NOT INCLUDE THE END (CRUST) PIECES IN THE COUNT.
5. SUCCESSFUL BIDDERS MUST ACCEPT ORDERS 1 DAY PRIOR TO DELIVERY.
6. ALL PACKAGES OF BREAD PRODUCTS ON THIS BID MUST BE DATE STAMPED WITH THE DATE BAKED AND SELL-BY DATE ON THE WRAPPER. NO STICKERS ALLOWED.
7. ALL PRODUCTS MUST BE ACCURATELY LABELED.
8. ALL BREAD AND BREAD PRODUCTS MUST BE FRESH. NO PREVIOUSLY FROZEN PRODUCTS WILL BE ACCEPTED.
9. DELIVERY: MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY AS REQUESTED BY AGENCY. DELIVERY BY 6:30 AM. SATURDAY DELIVERY TO THE ACI MAY BE REQUIRED FOR SOME PRODUCTS. PLEASE INDICATE WHETHER OR NOT YOU ARE ABLE TO MEET THIS REQUIREMENT
YES NO
10. DELIVERIES TO BE INVOICED ON A MONTHLY BASIS.
11. SAMPLES MAY BE REQUIRED OF ITEMS 1, 2 AND 3 AND ANY OTHER ITEM THE CDC WISHES TO TEST. SAMPLES ARE TO BE CLEARLY MARKED WITH COMPANY NAME AND BID ITEM NUMBERS.
12. ALL EMPTY BREAD RACKS MUST BE REMOVED ON DAY OF DELIVERY.
13. THE MOST RECENT LOCAL HEALTH DEPARTMENT INSPECTION REPORT MUST ACCOMPANY ALL BIDS. BIDS MAY BE DISQUALIFIED BASED ON NEGATIVE INSPECTION REPORTS. FAILURE TO SUBMIT THE MOST RECENT REPORT WILL RESULT IN DISQUALIFICATION. THE SUCCESSFUL VENDOR MAY BE SUBJECT TO INSPECTION BY THE HEALTH DEPARTMENT AND ENVIRONMENTAL HEALTH COORDINATORS DURING THE COURSE OF THE CONTRACT.

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****EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

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.

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.

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).

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.

INSURANCE REQUIREMENTS (ADDITIONAL)

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

NON-COMPLIANCE - SPECIFICATION

THE PRODUCT(S) PROVIDED BY VENDORS WILL BE SUBJECT TO RANDOM TESTING. IF THE PRODUCT DOES NOT MEET SPECIFICATION, THE VENDOR WILL BE RESPONSIBLE FOR ADMINISTRATIVE COSTS, LAB TESTING AND PERSONNEL COSTS. NON-COMPLIANCE OF THE PRODUCT TO THE BID SPECIFICATION WILL RESULT IN THE REVOCATION OF THE CONTRACT/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.

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.