



RI Purchase Agreement Amendment Report

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

M & M OIL INC
 1632 KINGSTOWN RD
 PEACE DALE, RI 02879
 United States

Amendment Date: 23-JUL-12
 Original Award Date: 19-SEP-08
 Buyer: R Gill
 Phone #: 401-574-8118
 FOB: Destination
 Terms: NET 30
 Vendor # 192

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 12 Award Number 3104189 Effective Period 01-SEP-08 - 23-JUL-12	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	FUEL OIL #2, KEROSENE & DIESEL (MPA-106)			

Description			Bid Number	Change Order Req#	
FUEL OIL #2, KEROSENE & DIESEL (MPA-106)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		MPA-106 PO 3104189 IS CANCELED VENDOR NAME CHANGED: FROM: M & M OIL INC TO: PETRO HOLDINGS INC DBA BUCKLEY HEATING AND COOLING PO 3285770 REPLACES PO 3104189 AND IS ISSUED TO PETRO HOLDINGS INC DBA BUCKLEY HEATING AND COOLING FOR THE REMAINDER OF THE CONTRACT			

STATE PURCHASING AGENT



Lorraine A. Hynes



RI Purchase Agreement Amendment Report

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

M & M OIL INC
1632 KINGSTOWN RD
PEACE DALE, RI 02879
United States

Amendment Date: 12-JUL-12
Original Award Date: 19-SEP-08
Buyer: R Gill
Phone #: 401-574-8118
FOB: Destination
Terms: NET 30
Vendor # 192

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 11 Award Number 3104189 Effective Period 01-SEP-08 - 30-SEP-12	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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FUEL OIL #2, KEROSENE & DIESEL (MPA-106)

Description			Bid Number	Change Order Req#	
FUEL OIL #2, KEROSENE & DIESEL (MPA-106)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3104189 DATED 9/1/08 CHANGE EFFECTIVE DATE: FROM: 9/1/08 - 6/30/12 TO: 9/1/08 - 9/30/12 EXTENSION NEEDED TO ALLOW TIME FOR NEW RFQ			

STATE PURCHASING AGENT

Lorraine A. Hynes



RI Purchase Agreement Amendment Report

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

M & M OIL INC
 1632 KINGSTOWN RD
 PEACE DALE, RI 02879

Amendment Date: 29-FEB-12
 Original Award Date: 19-SEP-08
 Buyer: R Gill
 Phone #: 401-574-8118
 FOB: Destination
 Terms: NET 30
 Vendor # 192

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 10 Award Number 3104189 Effective Period 01-SEP-08 - 30-JUN-12	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	FUEL OIL #2, KEROSENE & DIESEL (MPA-106)			

Description		Bid Number	Change Order Req#		
FUEL OIL #2, KEROSENE & DIESEL (MPA-106)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3104189 DATED 9/1/08 CHANGE EFFECTIVE DATE: FROM: 9/1/08 - 2/29/12 TO: 9/1/08 - 6/30/12 EXTENSION NEEDED TO ALLOW TIME FOR NEW RFQ			

STATE PURCHASING AGENT

 Lorraine A. Hynes



RI Purchase Agreement Amendment Report

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

M & M OIL INC
 1632 KINGSTOWN RD
 PEACE DALE, RI 02879

Amendment Date: 30-SEP-11
 Original Award Date: 19-SEP-08
 Buyer: R Gill
 Phone #: 401-574-8118
 FOB: Destination
 Terms: NET 30
 Vendor # 192

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 8 Award Number 3104189 Effective Period 01-SEP-08 - 31-DEC-11	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	FUEL OIL #2, KEROSENE & DIESEL (MPA-106)			

Description			Bid Number	Change Order Req#	
FUEL OIL #2, KEROSENE & DIESEL (MPA-106)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PURCHASE ORDER #3104189 MPA-106 CHANGE EFFECTIVE PERIOD: FROM: 9/1/08 - 12/31/11 TO: 9/1/08 - 2/29/12 TO EXTEND CONTRACT FOR 2 MONTHS TO ALLOW TIME FOR A NEW RFP TO BE AWARDED. FACILITIES CONFIRMING WITH DEM TO INSURE SPECIFICATIONS ARE UP-TO-DATE.			

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes



RI Purchase Agreement Amendment Report

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

M & M OIL INC
 1632 KINGSTOWN RD
 PEACE DALE, RI 02879

Amendment Date: 26-SEP-11
 Original Award Date: 19-SEP-08
 Buyer: R Gill
 Phone #: 401-574-8118
 FOB: Destination
 Terms: NET 30
 Vendor # 192

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 7 Award Number 3104189 Effective Period 01-SEP-08 - 31-DEC-12	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	FUEL OIL #2, KEROSENE & DIESEL (MPA-106)			

Description			Bid Number	Change Order Req#	
FUEL OIL #2, KEROSENE & DIESEL (MPA-106)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PURCHASE ORDER #3104189 CHANGE EFFECTIVE PERIOD: FROM: 9/1/08 - 10/31/11 TO: 9/1/08 - 12/31/11 TO EXTEND CONTRACT FOR 2 MONTHS TO ALLOW TIME FOR A NEW MPA TO BE AWARDED. FACILITIES CONFIRMING WITH DEM TO INSURE SPECIFICATIONS ARE UP TO DATE.			

STATE PURCHASING AGENT

 Lorraine A. Hynes



RI Purchase Agreement Amendment Report

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

M & M OIL INC
 1632 KINGSTOWN RD
 PEACE DALE, RI 02879

Amendment Date: 18-AUG-11
 Original Award Date: 19-SEP-08
 Buyer: R Gill
 Phone #: 401-574-8118
 FOB: Destination
 Terms: NET 30
 Vendor # 192

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 6 Award Number 3104189 Effective Period 01-SEP-08 - 31-OCT-11	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	FUEL OIL #2, KEROSENE & DIESEL (MPA-106)			

Description			Bid Number	Change Order Req#	
FUEL OIL #2, KEROSENE & DIESEL (MPA-106)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PURCHASE ORDER #3104189 CHANGE EFFECTIVE PERIOD: FROM: 9/1/08 - 8/31/11 TO: 9/1/08 - 10/31/11 TO EXTEND CONTRACT FOR 2 MONTHS TO ALLOW TIME FOR A NEW MPA TO BE AWARDED			

STATE PURCHASING AGENT

 Lorraine A. Hynes



RI Purchase Agreement Amendment Report

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

M & M OIL INC
 1632 KINGSTOWN RD
 PEACE DALE, RI 02879

Amendment Date: 26-AUG-10
 Original Award Date: 19-SEP-08
 Buyer: L Roche
 Phone #: 401-574-8118
 FOB: Destination
 Terms: NET 30
 Vendor # 192

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 3 Award Number 3104189 Effective Period 01-SEP-08 - 31-AUG-11	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	FUEL OIL #2, KEROSENE & DIESEL (MPA-106)			

Description			Bid Number	Change Order Req#	
FUEL OIL #2, KEROSENE & DIESEL (MPA-106)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3104189 DATED 9/19/08 CHANGE EFFECTIVE PERIOD: FROM: 9/1/08 - 8/31/10 TO: 9/1/08 - 8/31/11 TO EXTEND CONTRACT FOR THE SECOND ONE (1) YEAR RENEWAL PERIOD OF THE "TWO-YEAR RENEWAL OPTION" PER BID #7133884.			

STATE PURCHASING AGENT

 Lorraine A. Hynes

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

M & M OIL INC
 1632 KINGSTOWN RD
 PEACE DALE, RI 02879

Amendment Date: 17-AUG-09
 Original Award Date: 19-SEP-08
 Buyer: L Roche
 Phone #: 401-574-8118
 FOB: Destination
 Terms: NET 30
 Vendor # 192

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number 3104189 Effective Period 01-SEP-08 - 31-AUG-10	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	FUEL OIL #2, KEROSENE & DIESEL (MPA-106)			

Description			Bid Number	Change Order Req#	
FUEL OIL #2, KEROSENE & DIESEL (MPA-106)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PURCHASE ORDER #3104189 CHANGE EFFECTIVE PERIOD: FROM: 9/1/08 - 8/31/09 TO: 9/1/08 - 8/31/10 EXTENSION WITH OPTION TO REWEW FOR ONE ADDITIONAL YEAR.			

STATE PURCHASING AGENT

Louis A. DeQuattro



Notice of Contract Purchase Agreement

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

M & M OIL INC
1632 KINGSTOWN RD
PEACE DALE, RI 02879

FUEL OIL #2 KEROSENE & DIESEL (MPA-106)	
Award Number 3104189	Effective Period: 01-SEP-08 - 31-AUG-09

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST RI MPA United States
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Date:	19-SEP-08
Buyer:	L Roche
Shipping:	Paid
Terms:	NET 30
Vendor#:	192

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
		7133884	

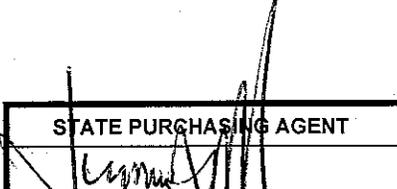
BLANKET REQUIREMENTS: 9/1/08 - 8/31/09
WITH OPTION TO RENEW FOR TWO ADDITIONAL TWELVE MONTH PERIODS

MASTER PRICE AGREEMENT #106

FUEL OIL #2, KEROSENE & DIESEL PER ATTACHED PRICING

SUPPLIER CONTACT:
MATTHEW BUCKLEY
TELEPHONE: 401-739-3096
FAX: 401-789-4180

STATE PURCHASING AGENT



MASTER PRICE AGREEMENT: #2 FUEL OIL, KEROSENE, DIESEL MPA #106
 EFFECTIVE PERIOD: 9/1/08 - 8/31/09 WITH THE STATE'S SOLE OPTION TO RENEW FOR TWO
 ADDITIONAL TWELVE MONTH PERIODS BID #7133884 - OPENED 9/3/08
 ATTACHMENT "A"

AWARD FOR #2 FUEL OIL, DIESEL FUEL AND KEROSENE BY DISTRICT

For purposes of this Master Price Agreement, the State has been divided into ten districts. Select the district where your agency is located and purchase your requirements from the appropriate vendor.

Prices charged will be the lowest Providence Terminal Tank Car Price as found under the Daily Petroleum prices of the Journal of Commerce plus the increment for each item in each district.

Use a Contract Purchase Release referencing the Master Price Agreement Number for payment of invoices. Forward invoice receiving vouchers to the Controllers Office for payment.

Diesel fuel increments **DO NOT** include the current taxes charged on diesel motor fuel.

Current taxes charged for diesel fuel are as follows: 27 Motor Fuel Tax, 03 Excise Tax, 0019 Fuel Leak Tax, 002 Special Fuel Tax, 01 Underground Tank Tax, and 002 Federal Tax.

District, vendors and pricing as follows:

DISTRICT 1 Burrillville, Gloucester

<u>#2 Fuel Oil</u>			
Brennan Oil	Increment		+ 145
<u>Diesel</u>			
Buckley Energy	Increment		+ 1045
<u>Kerosene</u>			
Wardoco	Increment		+ 24

DISTRICT 2 Woonsocket, North Smithfield, Smithfield, Cumberland, Lincoln, Central Falls, North Providence

<u>#2 Fuel Oil</u>			
Brennan Oil	Increment		+ 11
<u>Diesel</u>			
Buckley Energy	Increment		+ 0865
<u>Kerosene</u>			
Wardoco	Increment		+ 24

DISTRICT 3 Foster and Scituate

<u>#2 Fuel Oil</u>			
Brennan Oil	Increment		+ 095
<u>Diesel</u>			
Buckley Energy	Increment		+ 0819
<u>Kerosene</u>			
Henry Oil	Increment		+ 10

MASTER PRICE AGREEMENT: #2 FUEL OIL, KEROSENE, DIESEL. MPA #106
EFFECTIVE PERIOD: 9/1/08 - 8/31/09 WITH THE STATE'S SOLE OPTION TO RENEW FOR TWO
ADDITIONAL TWELVE MONTH PERIODS BID #7133884 - OPENED 9/3/08
ATTACHMENT "A"

<u>DISTRICT 4</u>	Coventry, West Greenwich		
	<u>#2 Fuel Oil</u>		
	White Fuel - A Griffith Oil	Increment	+ 15
	<u>Diesel</u>		
	Buckley Energy	Increment	+ 0676
<u>DISTRICT 5</u>	Pawtucket, Providence, Johnston, East Providence		
	<u>#2 Fuel Oil</u>		
	Brennan Oil	Increment	+ 095
	<u>Diesel</u>		
	Wardoco	Increment	+ 10
	<u>Kerosene</u>		
	Henry Oil	Increment	+ 10
<u>DISTRICT 6</u>	Warwick, East Greenwich, West Warwick, Cranston		
	<u>#2 Fuel Oil</u>		
	Henry Oil	Increment	+ 10
	<u>Diesel</u>		
	Buckley Energy	Increment	+ 0896
	<u>Kerosene</u>		
	Henry Oil	Increment	+ 10
<u>DISTRICT 7</u>	Hopkinton, Richmond, Exeter, Charlestown, Westerly		
	<u>#2 Fuel Oil</u>		
	M&M Oil	Increment	+ 1375
	<u>Diesel</u>		
	Buckley Energy	Increment	+ 1208
	<u>Kerosene</u>		
	Wardoco	Increment	+ 17

<u>DISTRICT 8</u>	North Kingstown, Jamestown, Narragansett South Kingstown		
	<u>#2 Fuel Oil</u>		
	White Fuel - A Griffith	Increment	+ 13
	<u>Diesel Fuel</u>		
	Buckley Energy	Increment	+ 1155
	<u>Marine Diesel Fuel</u>		
	Buckley Energy	Increment	+ 1355
	<u>Kerosene</u>		
	Wardoco	Increment	+ 26

<u>DISTRICT 9</u>	Warren, Bristol, Barrington		
	<u>#2 Fuel Oil</u>		
	Brennan Oil	Increment	+ 095
	<u>Diesel Fuel</u>		
	Buckley Energy	Increment	+ 0904
	<u>Kerosene</u>		
	Wardoco	Increment	+ 26

<u>DISTRICT 10</u>	Tiverton, Portsmouth, Middletown, Newport Little Compton		
	<u>#2 Fuel Oil</u>		
	M & M Oil	Increment	+ 1375
	<u>Diesel Fuel</u>		
	Buckley Energy	Increment	+ 1118
	<u>Kerosene</u>		
	Wardoco	Increment	+ 26

MASTER PRICE AGREEMENT: #2 FUEL OIL, KEROSENE, DIESEL MPA #106
EFFECTIVE PERIOD: 9/1/08 - 8/31/09 WITH THE STATE'S SOLE OPTION TO RENEW FOR TWO
ADDITIONAL TWELVE MONTH PERIODS BID #7133884 - OPENED 9/3/08
ATTACHMENT "A"

LABOR RATES BY VENDOR

BRENNAN OIL

Monday - Friday 8:00 AM - 4:00 PM	\$104 50/HR
Monday - Friday 4:00 PM - 8:00 AM	\$156 75/HR
Saturday, Sunday, Holidays	\$156 75/HR

Discounts from Parts List 2%

HENRY OIL

Monday - Friday 8:00 AM - 4:00 PM	\$90 00/HR.
Monday - Friday 4:00 PM - 8:00 AM	\$135 00/HR
Saturday, Sunday, Holidays	\$135 00/HR

Discounts from Parts List 20%

M & M/O'NEILL OIL

Monday - Friday 8:00 AM - 4:00 PM	\$90 00/HR.
Monday - Friday 4:00 PM - 8:00 AM	\$135 00/HR
Saturday, Sunday, Holidays	\$135 00/HR

Discounts from Parts List 10%

WHITE FUEL - A. GRIFFITH

Monday - Friday 8:00 AM - 4:00 PM	\$100 00/HR
Monday - Friday 4:00 PM - 8:00 AM	\$150 00/HR
Saturday, Sunday, Holidays	\$155 00/HR

Discounts from Parts List 10%

Vendor must itemize all hourly labor invoices indicating number of men, hours spent, list price on parts and discount. Agency must authorize the use of more than one man. Service is limited to routine maintenance and boiler cleanings.

2008 VENDORS FOR MPA 106

VENDOR	PO NUMBER
BRENNAN OIL AND HEATING COMPANY 9 TAG DRIVE NORTH PROVIDENCE RI 02911	3104180
TELEPHONE 401-353-4210 FAX 401-353-4256	
BUCKLEY ENERGY GROUP PO BOX 1141 RIDGEPORT, CT 06601	3104183
TELEPHONE 203-336-3541 FAX 2030367-2412	
HENRY OIL 675 HARTFORD AVENUE PROVIDENCE, RI 02909	3104186
TELEPHONE 401-521-0200 FAX 401-521-0201 EMAIL office@henryoilco.necoxmail.com	
M&M OIL INC 1632 KINGSTOWN ROAD PEACEDALE, RI 02879-2199	3104189
TELEPHONE 401-739-3096 FAX 401-789-4180 EMAIL rioi@netsense.net	
WARDOCO ENERGY LLC 56 BURKE STREET HAMDEN CT 06514	3104191
TELEPHONE 203-889-8719 FAX 203-230-0630 EMAIL wardocoenergy28@aol.com	
WHITE FUEL COMPANY 12 HYLESTEAD STREET PROVIDENCE RI 02905	3104197
TELEPHONE 401-467-6510 FAX 401-941-3373 EMAIL egagne@whitefuel.com	

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.

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**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 I

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.