



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](http://www.purchasing.ri.gov)

**CONTRACT USER GUIDE**  
**HEATING, VENTILATION AND AIR CONDITIONING SERVICES AND REPAIR**  
**MASTER PRICE AGREEMENT (“MPA”) #136**  
**BID SOLICITATION # 7549957**  
**CONTRACT TERM 1/2/2016 – 2/28/2017**

**BACKGROUND:**

The Work will entail the installation and modification of miscellaneous HVAC maintenance, repair and installation projects as well as 24-hour emergency service call response. Task orders will be issued by user agencies. Some of the required services (“Projects”) may be for routinely scheduled maintenance and repair and other services may be in response to emergency situations.

Services shall be provided by Contractors on an “as needed, when requested” basis.

The prices/rates provided in this Master Price Agreement (MPA) represent the maximum price/rate that may be charged by Contractors to User Agencies. The User Agencies reserves the right to negotiate a lower price/rate from one or more of the MPA Contractors or request lump sum fixed fee quotes based on specific requirements or quantities or acquire a time and materials method for specific projects.

**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).

**STATE AGENCY REQUIREMENTS, WORK ORDER CAPS and T&C ITEMS:**

- Acquire prior written approval from the Division of Purchases for any project anticipated to exceed \$ 30,000.00.

Attached is a partial copy of the contracts terms and conditions. It outlines many of the specifications of the bid (10 pages).

**STATE AGENCY SPECIAL INSTRUCTION:**

**Agency information:**

1. The prices/rates provided in this MPA represent the maximum price/rate that may be charged by Vendors. The unit pricing includes regular time, overtime, holiday, emergency hours and minimum hours charged per emergency call.
2. All labor billed as person hours, or as part of equipment operation hours, shall be



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compensated at Rhode Island prevailing wage rates.

3. No engagements for multiple sites shall be negotiated; each site requires a separate quotation and engagement.
4. No Vendor shall provide services or begin work unless and until a purchase order has been issued for the respective project and received by Vendor. A Vendor will not be entitled to any payment for services rendered or work completed outside of this policy.
5. Agencies should be familiar with the requirements including maintaining vendor “time-in/time-out” logs and verifying billable hours against the logs.
6. State agencies are required to comply with the following procedures and spending limits of purchase as described in the four categories in the table below:



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Table with 2 columns: Category and Description. Categories include Lump Sum Fixed Fee, Time and Materials, and various Work Order Limit conditions. Descriptions detail pricing, documentation requirements, and agency responsibilities.

AGENCIES SHOULD BE AWARE OF THE FOLLOWING CONDITIONS;
CONTAINED IN THE ORIGINAL SOLICITATION:

Section 4: General Requirements describes how the (3) Labor Rate Tiers are to be utilized in the State's best interest.

VENDOR AWARDS CONTACT INFORMATION:

Purchase Order # 3448163
Vendor Name: JMB Mechanical Inc.
New Accounts
Contact Name: Jodie Bellucci
Tel: 401-944-7500
Email: jodie@jmbmechanical.com



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**Purchase Order # 3448539**

**Vendor Name:** Delta Mechanical Contractors LLC

New Accounts

Contact Name: Bruce Bookbinder  
Tel: 401-737-3500  
Email: [j.bookbinder@deltamechllc.com](mailto:j.bookbinder@deltamechllc.com)

**Purchase Order # 3448543**

**Vendor Name:** Nexgen Mechanical Inc.

New Accounts

Contact Name: David McCurry  
Tel: 401-921-3211  
Email: [David@nexgenmechanical.com](mailto:David@nexgenmechanical.com)

**Purchase Order # 3448573**

**Vendor Name:** Sarra Corporation

New Accounts

Contact Name: Frank Sarra  
Tel: 401-942-1050  
Email: [frank@sarraengineering.com](mailto:frank@sarraengineering.com)

**Purchase Order # 3448579**

**Vendor Name:** Automatic Temperature Controls Inc.

New Accounts

Contact Name: Amanda Mahon  
Tel: 401-946-5780  
Email: [amahon@autotempcontrols.com](mailto:amahon@autotempcontrols.com)

**Purchase Order # 3448610**

**Vendor Name:** ENE Systems Inc.

New Accounts

Contact Name: Patricia Clapp  
Tel: 781-828-6770  
Email: [pclapp@enesystems.com](mailto:pclapp@enesystems.com)

**Purchase Order # 3448612**

**Vendor Name:** Arden Engineering Constructors LLC

New Accounts

Contact Name: Jeffery Potter  
Tel: 401-727-3500  
Email: [jpotter@ardeneng.com](mailto:jpotter@ardeneng.com)



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**Purchase Order # 3448613**

**Vendor Name:** Carrier Corporation

New Accounts

Contact Name: Dan Perry  
Tel: 781-774-6350  
Email: [dan.perry@carrier.utc.com](mailto:dan.perry@carrier.utc.com)

**Purchase Order # 3448614**

**Vendor Name:** National Glass & Gate Service

New Accounts

Contact Name: Don Britton  
Tel: 401-333-4800  
Email: [dbritton@nggservices.com](mailto:dbritton@nggservices.com)

**DIVISION OF PURCHASES CONTACT:**

Name: John F. O'Hara II  
Title: Chief Buyer  
Tel: 401-874-8125  
Email: [john.ohara@purchasing.ri.gov](mailto:john.ohara@purchasing.ri.gov)

# 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**

<b>V E N D O R</b>	<b>ENE SYSTEMS INC</b> <b>480 NEPONSET ST</b> <b>STE 11 D</b> <b>CANTON, MA 02021</b> <b>United States</b>
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<b>MPA #136 HEATING, VENTILATION &amp; AIR CONDITIONING SERVICES &amp; REPAIR</b>	
Award Number	<b>3448610</b>
Revision Number	<b>3</b>
Effective Period	<b>01-JAN-2016 - 28-FEB-2017</b>
Approved PO Date	<b>13-JAN-2017</b>
Vendor Number	<b>11302-iSupplier</b>

<b>S H I P  T O</b>	<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> <b>United States</b>
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Type of Requisition	<b>*OTHER</b>
Requisition Number	<b>1449870</b>
Change Order Requisition Number	
Solicitation Number	<b>7549957</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>Ohara 2nd, John</b> -
Requester Name	<b>McMahon, Catherine A</b>
Work Telephone	<b>401-574-8591</b>

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](http://www.purchasing.ri.gov).

CHANGE TO PO #3448610:

CHANGE EFFECTIVE DATES:

FROM: 01/01/16 - 01/31/17

TO: 01/01/16 - 02/28/17

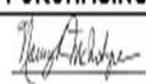
TIME EXTENSION REQUIRED TO ALLOW ADDITIONAL TIME TO AWARD NEW SOLICITATION.

Line	Description	Unit	Unit Price (USD)
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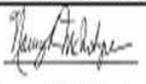
<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

<b>1</b>	<b>MPA-136 FY16-17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE HIGHEST TIER</b>	<b>Hour</b>	<b>140</b>
<b>1.1</b>	<b>MPA-136 FY17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE HIGHEST TIER</b>	<b>Hour</b>	<b>140</b>
<b>2</b>	<b>MPA-136 FY16-17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE MEDIUM TIER</b>	<b>Hour</b>	<b>130</b>
<b>2.1</b>	<b>MPA-136 FY17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE MEDIUM TIER</b>	<b>Hour</b>	<b>130</b>
<b>3</b>	<b>MPA-136 FY16-17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE LOWEST TIER</b>	<b>Hour</b>	<b>91.88</b>
<b>3.1</b>	<b>MPA-136 FY17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE LOWEST TIER</b>	<b>Hour</b>	<b>91.88</b>
<b>4</b>	<b>MPA-136 FY16-17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE HIGHEST TIER</b>	<b>Hour</b>	<b>210</b>
<b>4.1</b>	<b>MPA-136 FY17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE HIGHEST TIER</b>	<b>Hour</b>	<b>210</b>
<b>5</b>	<b>MPA-136 FY16-17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE MEDIUM TIER</b>	<b>Hour</b>	<b>195</b>
<b>5.1</b>	<b>MPA-136 FY17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE MEDIUM TIER</b>	<b>Hour</b>	<b>195</b>
<b>6</b>	<b>MPA-136 FY16-17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE LOWEST TIER</b>	<b>Hour</b>	<b>137.82</b>
<b>6.1</b>	<b>MPA-136 FY17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE LOWEST TIER</b>	<b>Hour</b>	<b>137.82</b>

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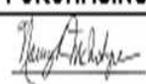
<b>STATE PURCHASING AGENT</b>

Nancy R. McIntyre

7	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
7.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
8	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
8.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
9	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
9.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
10	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
10.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
11	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
11.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
12	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
12.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82

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13	MPA-136 FY16-17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	91.88
13.1	MPA-136 FY17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	91.88
14	MPA-136 FY16-17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	91.88
14.1	MPA-136 FY17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	91.88
15	MPA-136 FY16-17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
15.1	MPA-136 FY17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
16	MPA-136 FY16-17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	137.82
16.1	MPA-136 FY17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	137.82
17	MPA-136 FY16-17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	137.82
17.1	MPA-136 FY17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	137.82
18	MPA-136 FY16-17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
18.1	MPA-136 FY17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82

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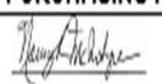
19	MPA-136 FY16-17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
19.1	MPA-136 FY17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
20	MPA-136 FY16-17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
20.1	MPA-136 FY17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
21	MPA-136 FY16-17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
21.1	MPA-136 FY17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
22	MPA-136 FY16-17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
22.1	MPA-136 FY17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
23	MPA-136 FY16-17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
23.1	MPA-136 FY17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
24	MPA-136 FY16-17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
24.1	MPA-136 FY17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82

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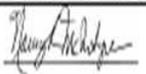
Nancy R. McIntyre

25	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
25.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
26	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
26.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
27	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
27.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
28	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
28.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
29	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
29.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
30	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
30.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82

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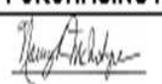
31	MPA-136 FY16-17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	91.88
31.1	MPA-136 FY17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	91.88
32	MPA-136 FY16-17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	91.88
32.1	MPA-136 FY17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	91.88
33	MPA-136 FY16-17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
33.1	MPA-136 FY17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
34	MPA-136 FY16-17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	137.82
34.1	MPA-136 FY17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	137.82
35	MPA-136 FY16-17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	137.82
35.1	MPA-136 FY17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	137.82
36	MPA-136 FY16-17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
36.1	MPA-136 FY17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82

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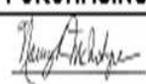
Nancy R. McIntyre

55	MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Hour	155
<p>RATES FOR ITEMS 55 THROUGH 58 SHALL INCLUDE THE FOLLOWING:</p> <p>ALL RATES SHALL BE INCLUSIVE WITHOUT LIMITATIONS, WAGES, BENEFITS, VEHICLE, FUEL, TOOLS, MOBILIZATION AND DEMOBILIZATION, SUPERVISION, INSURANCE, ALL LICENSES, PERMITS, OVERHEAD AND PROFIT AND ALL OTHER REQUIREMENTS NECESSARY FOR THE COMMENCEMENT, PERFORMANCE, AND COMPLETION OF THE WORK.</p>			
55.1	MPA-136 FY17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Hour	155
56	MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Day	1240
56.1	MPA-136 FY17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Day	1240
57	MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Week	6200
57.1	MPA-136 FY17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Week	6200
58	MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Month	24800
58.1	MPA-136 FY17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Month	24800
59	MPA-136 FY16-17 MATERIALS ARE TO BE PROVIDED AT COST PLUS THE FOLLOWING (APPLICABLE) FEE FOR OVERHEAD, PICKUP, AND DELIVERY. NO ADDITIONAL CHARGES WILL BE ACCEPTABLE.	Total	1
<p>\$0-500 - NO FEE \$501-750 - \$75.00</p>			

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 Nancy R. McIntyre

\$751-1,000 - \$96.00 \$1,001-1,500 - \$125.00 \$1,501-2,500 - \$180.00 \$2,501-5,000 - \$300.00 \$5,001-7,500 - \$438.00 OVER \$7,501 - \$525.00			
59.1	MPA-136 FY17 MATERIALS ARE TO BE PROVIDED AT COST PLUS THE FOLLOWING (APPLICABLE) FEE FOR OVERHEAD, PICKUP, AND DELIVERY. NO ADDITIONAL CHARGES WILL BE ACCEPTABLE.	Total	1
60	MPA-136 FY16-17 VENDOR PROVIDES A TOTAL FIXED PRICE FOR THE PROJECT. THE AGENCY IS RESPONSIBLE TO PROVIDE A WRITTEN SCOPE OF WORK FOR THE PROJECT. TOTAL LUMP SUM.	Total	1
60.1	MPA-136 FY17 VENDOR PROVIDES A TOTAL FIXED PRICE FOR THE PROJECT. THE AGENCY IS RESPONSIBLE TO PROVIDE A WRITTEN SCOPE OF WORK FOR THE PROJECT. TOTAL LUMP SUM.	Total	1

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**STATE PURCHASING AGENT**

*Nancy R. McIntyre*

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**

#### **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 "SHIP 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.

#### **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.

#### **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.

#### **PARTIAL PAYMENTS**

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

#### **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.

#### **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.

#### **WORK ORDER LIMITATIONS**

IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$30,000.00 WITHOUT PRIOR APPROVAL OF THE OFFICE OF PURCHASES.

#### **WAGE REQUIREMENTS - ADDITIONAL**

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

#### **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](http://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](http://www.purchasing.ri.gov)

**CONTRACT USER GUIDE**  
**HEATING, VENTILATION AND AIR CONDITIONING SERVICES AND REPAIR**  
**MASTER PRICE AGREEMENT (“MPA”) #136**  
**BID SOLICITATION # 7549957**  
**CONTRACT TERM 1/2/2016 – 11/30/2016**

**BACKGROUND:**

The Work will entail the installation and modification of miscellaneous HVAC maintenance, repair and installation projects as well as 24-hour emergency service call response. Task orders will be issued by user agencies. Some of the required services (“Projects”) may be for routinely scheduled maintenance and repair and other services may be in response to emergency situations.

Services shall be provided by Contractors on an “as needed, when requested” basis.

The prices/rates provided in this Master Price Agreement (MPA) represent the maximum price/rate that may be charged by Contractors to User Agencies. The User Agencies reserves the right to negotiate a lower price/rate from one or more of the MPA Contractors or request lump sum fixed fee quotes based on specific requirements or quantities or acquire a time and materials method for specific projects.

**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).

**STATE AGENCY REQUIREMENTS, WORK ORDER CAPS and T&C ITEMS:**

- Acquire prior written approval from the Division of Purchases for any project anticipated to exceed \$ 30,000.00.

Attached is a partial copy of the contracts terms and conditions. It outlines many of the specifications of the bid (10 pages).

**STATE AGENCY SPECIAL INSTRUCTION:**

**Agency information:**

1. The prices/rates provided in this MPA represent the maximum price/rate that may be charged by Vendors. The unit pricing includes regular time, overtime, holiday, emergency hours and minimum hours charged per emergency call.
2. All labor billed as person hours, or as part of equipment operation hours, shall be



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compensated at Rhode Island prevailing wage rates.

3. No engagements for multiple sites shall be negotiated; each site requires a separate quotation and engagement.
4. No Vendor shall provide services or begin work unless and until a purchase order has been issued for the respective project and received by Vendor. A Vendor will not be entitled to any payment for services rendered or work completed outside of this policy.
5. Agencies should be familiar with the requirements including maintaining vendor “time-in/time-out” logs and verifying billable hours against the logs.
6. State agencies are required to comply with the following procedures and spending limits of purchase as described in the four categories in the table below:



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Table with 2 columns: Category and Description. Categories include Lump Sum Fixed Fee, Time and Materials, and various Work Order Limit conditions.

AGENCIES SHOULD BE AWARE OF THE FOLLOWING CONDITIONS;
CONTAINED IN THE ORIGINAL SOLICITATION:

Section 4: General Requirements describes how the (3) Labor Rate Tiers are to be utilized
in the State's best interest.

VENDOR AWARDS CONTACT INFORMATION:

Purchase Order # 3448163
Vendor Name: JMB Mechanical Inc.
New Accounts
Contact Name: Jodie Bellucci
Tel: 401-944-7500
Email: jodie@jmbmechanical.com



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**Purchase Order # 3448539**

**Vendor Name:** Delta Mechanical Contractors LLC

New Accounts

Contact Name: Bruce Bookbinder  
Tel: 401-737-3500  
Email: [j.bookbinder@deltamechllc.com](mailto:j.bookbinder@deltamechllc.com)

**Purchase Order # 3448543**

**Vendor Name:** Nexgen Mechanical Inc.

New Accounts

Contact Name: David McCurry  
Tel: 401-921-3211  
Email: [David@nexgenmechanical.com](mailto:David@nexgenmechanical.com)

**Purchase Order # 3448573**

**Vendor Name:** Sarra Corporation

New Accounts

Contact Name: Frank Sarra  
Tel: 401-942-1050  
Email: [frank@sarraengineering.com](mailto:frank@sarraengineering.com)

**Purchase Order # 3448579**

**Vendor Name:** Automatic Temperature Controls Inc.

New Accounts

Contact Name: Amanda Mahon  
Tel: 401-946-5780  
Email: [amahon@autotempcontrols.com](mailto:amahon@autotempcontrols.com)

**Purchase Order # 3448610**

**Vendor Name:** ENE Systems Inc.

New Accounts

Contact Name: Patricia Clapp  
Tel: 781-828-6770  
Email: [pclapp@enesystems.com](mailto:pclapp@enesystems.com)

**Purchase Order # 3448612**

**Vendor Name:** Arden Engineering Constructors LLC

New Accounts

Contact Name: Jeffery Potter  
Tel: 401-727-3500  
Email: [jpotter@ardeneng.com](mailto:jpotter@ardeneng.com)



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Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Purchase Order # 3448613**

**Vendor Name:** Carrier Corporation

New Accounts

Contact Name: Dan Perry  
Tel: 781-774-6350  
Email: [dan.perry@carrier.utc.com](mailto:dan.perry@carrier.utc.com)

**Purchase Order # 3448614**

**Vendor Name:** National Glass & Gate Service

New Accounts

Contact Name: Don Britton  
Tel: 401-333-4800  
Email: [dbritton@nggservices.com](mailto:dbritton@nggservices.com)

**DIVISION OF PURCHASES CONTACT:**

Name: John F. O'Hara II  
Title: Chief Buyer  
Tel: 401-874-8125  
Email: [john.ohara@purchasing.ri.gov](mailto:john.ohara@purchasing.ri.gov)

# 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**

<b>V E N D O R</b>	<b>ENE SYSTEMS INC</b> <b>480 NEPONSET ST</b> <b>STE 11 D</b> <b>CANTON, MA 02021</b> <b>United States</b>
--	--

<b>MPA #136 HEATING, VENTILATION &amp; AIR CONDITIONING SERVICES &amp; REPAIR</b>	
Award Number	<b>3448610</b>
Revision Number	<b>2</b>
Effective Period	<b>01-JAN-2016 - 31-JAN-2017</b>
Approved PO Date	<b>01-DEC-2016</b>
Vendor Number	<b>11302</b>

<b>S H I P  T O</b>	<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> <b>United States</b>
---	---

Type of Requisition	<b>*OTHER</b>
Requisition Number	
Change Order Requisition Number	
Solicitation Number	<b>7549957</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>Ohara 2nd, John</b>
Requester Name	<b>-</b>
Work Telephone	

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](http://www.purchasing.ri.gov).

CHANGE TO PO #3448610:

CHANGE EFFECTIVE DATES:

FROM: 01/01/16 - 11/30/16

TO: 01/01/16 - 01/31/17

LINES ADDED TO REFLECT DATE CHANGE.

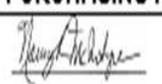
EXTENDING DATES TO COVER THE ADDITIONAL TIME TO RE-BID THIS HVAC MPA-136.

Line	Description	Unit	Unit Price
------	-------------	------	------------

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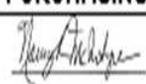
<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

			(USD)
1	MPA-136 FY16-17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
1.1	MPA-136 FY17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
2	MPA-136 FY16-17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
2.1	MPA-136 FY17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
3	MPA-136 FY16-17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
3.1	MPA-136 FY17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
4	MPA-136 FY16-17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
4.1	MPA-136 FY17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
5	MPA-136 FY16-17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
5.1	MPA-136 FY17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
6	MPA-136 FY16-17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
6.1	MPA-136 FY17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
7	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
7.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
8	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
8.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
9	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
9.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
10	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
10.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
11	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
11.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
12	MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82

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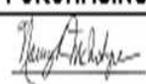
**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre

			(USD)
12.1	MPA-136 FY17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
13	MPA-136 FY16-17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	91.88
13.1	MPA-136 FY17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	91.88
14	MPA-136 FY16-17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	91.88
14.1	MPA-136 FY17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	91.88
15	MPA-136 FY16-17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
15.1	MPA-136 FY17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
16	MPA-136 FY16-17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	137.82
16.1	MPA-136 FY17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	137.82
17	MPA-136 FY16-17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	137.82
17.1	MPA-136 FY17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	137.82
18	MPA-136 FY16-17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
18.1	MPA-136 FY17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
19	MPA-136 FY16-17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
19.1	MPA-136 FY17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
20	MPA-136 FY16-17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
20.1	MPA-136 FY17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
21	MPA-136 FY16-17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
21.1	MPA-136 FY17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
22	MPA-136 FY16-17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
22.1	MPA-136 FY17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
23	MPA-136 FY16-17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
23.1	MPA-136 FY17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195

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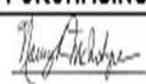
**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre

			(USD)
24	MPA-136 FY16-17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
24.1	MPA-136 FY17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
25	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
25.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
26	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
26.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
27	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
27.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
28	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
28.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
29	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
29.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
30	MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
30.1	MPA-136 FY17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
31	MPA-136 FY16-17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	91.88
31.1	MPA-136 FY17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	91.88
32	MPA-136 FY16-17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	91.88
32.1	MPA-136 FY17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	91.88
33	MPA-136 FY16-17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
33.1	MPA-136 FY17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
34	MPA-136 FY16-17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	137.82
34.1	MPA-136 FY17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	137.82
35	MPA-136 FY16-17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	137.82

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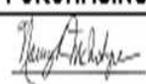
**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre

			(USD)
35.1	MPA-136 FY17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	137.82
36	MPA-136 FY16-17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
36.1	MPA-136 FY17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
55	MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Hour	155
<p>RATES FOR ITEMS 55 THROUGH 58 SHALL INCLUDE THE FOLLOWING:</p> <p>ALL RATES SHALL BE INCLUSIVE WITHOUT LIMITATIONS, WAGES, BENEFITS, VEHICLE, FUEL, TOOLS, MOBILIZATION AND DEMOBILIZATION, SUPERVISION, INSURANCE, ALL LICENSES, PERMITS, OVERHEAD AND PROFIT AND ALL OTHER REQUIREMENTS NECESSARY FOR THE COMMENCEMENT, PERFORMANCE, AND COMPLETION OF THE WORK.</p>			
55.1	MPA-136 FY17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Hour	155
56	MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Day	1240
56.1	MPA-136 FY17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Day	1240
57	MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Week	6200
57.1	MPA-136 FY17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Week	6200
58	MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Month	24800
58.1	MPA-136 FY17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Month	24800
59	MPA-136 FY16-17 MATERIALS ARE TO BE PROVIDED AT COST PLUS THE FOLLOWING (APPLICABLE) FEE FOR OVERHEAD, PICKUP, AND DELIVERY. NO ADDITIONAL CHARGES WILL BE ACCEPTABLE.	Total	1
<p>\$0-500 - NO FEE                      \$501-750 - \$75.00                      \$751-1,000 - \$96.00                      \$1,001-1,500 - \$125.00                      \$1,501-2,500 - \$180.00                      \$2,501-5,000 - \$300.00                      \$5,001-7,500 - \$438.00                      OVER \$7,501 - \$525.00</p>			
59.1	MPA-136 FY17 MATERIALS ARE TO BE PROVIDED AT COST PLUS THE FOLLOWING (APPLICABLE) FEE FOR OVERHEAD, PICKUP, AND DELIVERY. NO ADDITIONAL CHARGES WILL BE	Total	1

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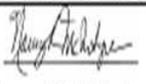
**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre

			(USD)
	<b>ACCEPTABLE.</b>		
<b>60</b>	<b>MPA-136 FY16-17 VENDOR PROVIDES A TOTAL FIXED PRICE FOR THE PROJECT. THE AGENCY IS RESPONSIBLE TO PROVIDE A WRITTEN SCOPE OF WORK FOR THE PROJECT. TOTAL LUMP SUM.</b>	<b>Total</b>	<b>1</b>
<b>60.1</b>	<b>MPA-136 FY17 VENDOR PROVIDES A TOTAL FIXED PRICE FOR THE PROJECT. THE AGENCY IS RESPONSIBLE TO PROVIDE A WRITTEN SCOPE OF WORK FOR THE PROJECT. TOTAL LUMP SUM.</b>	<b>Total</b>	<b>1</b>

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<b>STATE PURCHASING AGENT</b>

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**

#### **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 "SHIP 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.

#### **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.

#### **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.

#### **PARTIAL PAYMENTS**

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

#### **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.

#### **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.

#### **WORK ORDER LIMITATIONS**

IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$30,000.00 WITHOUT PRIOR APPROVAL OF THE OFFICE OF PURCHASES.

#### **WAGE REQUIREMENTS - ADDITIONAL**

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

#### **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](http://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.



# RI Purchase Agreement Amendment Report

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

ENE SYSTEMS INC  
 480 NEPONSET ST  
 STE 11 D  
 CANTON, MA 02021  
 United States

Amendment Date: 11-FEB-16  
 Original Award Date: 22-DEC-15  
 Buyer: J Ohara 2nd  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 11302

<b>S H I P  T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number <b>3448610</b> Effective Period <b>01-JAN-16 - 30-NOV-16</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	MPA #136 HEATING, VENTILATION & AIR CONDITIONING SERVICES & REPAIR			

Description			Bid Number	Change Order Req#	
<b>MPA #136 HEATING, VENTILATION &amp; AIR CONDITIONING SERVICES &amp; REPAIR</b>			7549957		
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3448610 DATED 12/22/15 LINE ITEM #60 ADDED.			
60	910.36	MPA-136 FY16-17 VENDOR PROVIDES A TOTAL FIXED PRICE FOR THE PROJECT. THE AGENCY IS RESPONSIBLE TO PROVIDE A WRITTEN SCOPE OF WORK FOR THE PROJECT. TOTAL LUMP SUM.		Total	1

<b>STATE PURCHASING AGENT</b>
Nancy R. McIntyre



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](http://www.purchasing.ri.gov)

**CONTRACT USER GUIDE**  
**HEATING, VENTILATION AND AIR CONDITIONING SERVICES AND REPAIR**  
**MASTER PRICE AGREEMENT (“MPA”) #136**  
**BID SOLICITATION # 7549957**  
**CONTRACT TERM 1/2/2016 – 11/30/2016**

**BACKGROUND:**

The Work will entail the installation and modification of miscellaneous HVAC maintenance, repair and installation projects as well as 24-hour emergency service call response. Task orders will be issued by user agencies. Some of the required services (“Projects”) may be for routinely scheduled maintenance and repair and other services may be in response to emergency situations.

Services shall be provided by Contractors on an “as needed, when requested” basis.

The prices/rates provided in this Master Price Agreement (MPA) represent the maximum price/rate that may be charged by Contractors to User Agencies. The User Agencies reserves the right to negotiate a lower price/rate from one or more of the MPA Contractors or request lump sum fixed fee quotes based on specific requirements or quantities or acquire a time and materials method for specific projects.

**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).

**STATE AGENCY REQUIREMENTS, WORK ORDER CAPS and T&C ITEMS:**

- Acquire prior written approval from the Division of Purchases for any project anticipated to exceed \$ 30,000.00.

Attached is a partial copy of the contracts terms and conditions. It outlines many of the specifications of the bid (10 pages).

**STATE AGENCY SPECIAL INSTRUCTION:**

**Agency information:**

1. The prices/rates provided in this MPA represent the maximum price/rate that may be charged by Vendors. The unit pricing includes regular time, overtime, holiday, emergency hours and minimum hours charged per emergency call.
2. All labor billed as person hours, or as part of equipment operation hours, shall be



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Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

compensated at Rhode Island prevailing wage rates.

3. No engagements for multiple sites shall be negotiated; each site requires a separate quotation and engagement.
4. No Vendor shall provide services or begin work unless and until a purchase order has been issued for the respective project and received by Vendor. A Vendor will not be entitled to any payment for services rendered or work completed outside of this policy.
5. Agencies should be familiar with the requirements including maintaining vendor “time-in/time-out” logs and verifying billable hours against the logs.
6. State agencies are required to comply with the following procedures and spending limits of purchase as described in the four categories in the table below:



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Table with 2 columns: Category (e.g., Lump Sum Fixed Fee, Time and Materials) and Description (e.g., Vendor provides a total fixed price for the project, Projects that lack clear scope of work).

AGENCIES SHOULD BE AWARE OF THE FOLLOWING CONDITIONS;
CONTAINED IN THE ORIGINAL SOLICITATION:

Section 4: General Requirements describes how the (3) Labor Rate Tiers are to be utilized
in the State's best interest.

VENDOR AWARDS CONTACT INFORMATION:

Purchase Order # 3448163
Vendor Name: JMB Mechanical Inc.
New Accounts
Contact Name: Jodie Bellucci
Tel: 401-944-7500
Email: jodie@jmbmechanical.com



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Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Purchase Order # 3448539**

**Vendor Name:** Delta Mechanical Contractors LLC

New Accounts

Contact Name: Bruce Bookbinder  
Tel: 401-737-3500  
Email: [j.bookbinder@deltamechllc.com](mailto:j.bookbinder@deltamechllc.com)

**Purchase Order # 3448543**

**Vendor Name:** Nexgen Mechanical Inc.

New Accounts

Contact Name: David McCurry  
Tel: 401-921-3211  
Email: [David@nexgenmechanical.com](mailto:David@nexgenmechanical.com)

**Purchase Order # 3448573**

**Vendor Name:** Sarra Corporation

New Accounts

Contact Name: Frank Sarra  
Tel: 401-942-1050  
Email: [frank@sarraengineering.com](mailto:frank@sarraengineering.com)

**Purchase Order # 3448579**

**Vendor Name:** Automatic Temperature Controls Inc.

New Accounts

Contact Name: Amanda Mahon  
Tel: 401-946-5780  
Email: [amahon@autotempcontrols.com](mailto:amahon@autotempcontrols.com)

**Purchase Order # 3448610**

**Vendor Name:** ENE Systems Inc.

New Accounts

Contact Name: Patricia Clapp  
Tel: 781-828-6770  
Email: [pclapp@enesystems.com](mailto:pclapp@enesystems.com)

**Purchase Order # 3448612**

**Vendor Name:** Arden Engineering Constructors LLC

New Accounts

Contact Name: Jeffery Potter  
Tel: 401-727-3500  
Email: [jpotter@ardeneng.com](mailto:jpotter@ardeneng.com)



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](http://www.purchasing.ri.gov)

**Purchase Order # 3448613**

**Vendor Name:** Carrier Corporation

New Accounts

Contact Name: Dan Perry  
Tel: 781-774-6350  
Email: [dan.perry@carrier.utc.com](mailto:dan.perry@carrier.utc.com)

**Purchase Order # 3448614**

**Vendor Name:** National Glass & Gate Service

New Accounts

Contact Name: Don Britton  
Tel: 401-333-4800  
Email: [dbritton@nggservices.com](mailto:dbritton@nggservices.com)

**DIVISION OF PURCHASES CONTACT:**

Name: John F. O'Hara II  
Title: Chief Buyer  
Tel: 401-874-8125  
Email: [john.ohara@purchasing.ri.gov](mailto:john.ohara@purchasing.ri.gov)



# Notice of Blanket Purchase Agreement

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

ENE SYSTEMS INC  
 480 NEPONSET ST  
 STE 11 D  
 CANTON, MA 02021  
 United States

MPA #136 HEATING, VENTILATION & AIR  
 CONDITIONING SERVICES & REPAIR

**Award Number**  
 3448610

**Effective Period:**  
 01-JAN-16 - 30-NOV-16

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 22-DEC-15 <b>Buyer:</b> J Ohara 2nd <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 11302	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			7549957	
Line	Item	Item Description	Unit	Unit Price

		1/1/16 - 11/30/16 MPA #136 - HEATING, VENTILATION AND AIR CONDITIONING SERVICES AND REPAIR. LINES 37 THROUGH 54 WERE DELETED. SUPPLIER CONTACT: PATRICIA CLAPP - (781) 828-6770		
1		MPA-136 FY16-17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
2		MPA-136 FY16-17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
3		MPA-136 FY16-17 PIPEFITTER MASTER 1 STRAIGHT TIME - HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
4		MPA-136 FY16-17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
5		MPA-136 FY16-17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
6		MPA-136 FY16-17 PIPEFITTER MASTER 1 OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
7		MPA-136 FY16-17 PIPEFITTER JOURNEYPEPERSON 1 STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
8		MPA-136 FY16-17 PIPEFITTER JOURNEYPEPERSON 1 STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
9		MPA-136 FY16-17 PIPEFITTER JOURNEYPEPERSON 1 STRAIGHT TIME HOURLY	Hour	91.88

**STATE PURCHASING AGENT**

*Nancy R. McIntyre*

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.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

**PURCHASES**



# Notice of Blanket Purchase Agreement

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

ENE SYSTEMS INC  
480 NEPONSET ST  
STE 11 D  
CANTON, MA 02021  
United States

MPA #136 HEATING, VENTILATION & AIR  
CONDITIONING SERVICES & REPAIR

Award  
Number  
3448610

Effective Period:  
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S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 22-DEC-15 Buyer: J Ohara 2nd Shipping: Paid Terms: NET 30 Vendor #: 11302	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
			7549957	
Line	Item	Item Description	Unit	Unit Price

		RATE ON-SITE LOWEST TIER		
10		MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
11		MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
12		MPA-136 FY16-17 PIPEFITTER JOURNEYPerson 1 OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
13		MPA-136 FY16-17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	91.88
14		MPA-136 FY16-17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	91.88
15		MPA-136 FY16-17 APPRENTICE PIPEFITTER - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
16		MPA-136 FY16-17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	137.82
17		MPA-136 FY16-17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	137.82
18		MPA-136 FY16-17 APPRENTICE PIPEFITTER - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
19		MPA-136 FY16-17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
20		MPA-136 FY16-17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
21		MPA-136 FY16-17 REFRIGERATION MASTER 1 - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
22		MPA-136 FY16-17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE	Hour	210

STATE PURCHASING AGENT  
  
 Nancy R. McIntyre

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# PURCHASES



# Notice of Blanket Purchase Agreement

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

ENE SYSTEMS INC  
 480 NEPONSET ST  
 STE 11 D  
 CANTON, MA 02021  
 United States

MPA #136 HEATING, VENTILATION & AIR  
 CONDITIONING SERVICES & REPAIR

**Award Number**  
 3448610

**Effective Period:**  
 01-JAN-16 - 30-NOV-16

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 22-DEC-15 Buyer: J Ohara 2nd Shipping: Paid Terms: NET 30 Vendor #: 11302	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			7549957	
Line	Item	Item Description	Unit	Unit Price

		ON-SITE HIGHEST TIER		
23		MPA-136 FY16-17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
24		MPA-136 FY16-17 REFRIGERATION MASTER 1 - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
25		MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	140
26		MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	130
27		MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
28		MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	210
29		MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	195
30		MPA-136 FY16-17 REFRIGERATION JOURNEYPerson 1 - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
31		MPA-136 FY16-17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	91.88
32		MPA-136 FY16-17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE MEDIUM TIER	Hour	91.88
33		MPA-136 FY16-17 APPRENTICE REFRIGERATION - STRAIGHT TIME HOURLY RATE ON-SITE LOWEST TIER	Hour	91.88
34		MPA-136 FY16-17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE HIGHEST TIER	Hour	137.82
35		MPA-136 FY16-17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE	Hour	137.82

**STATE PURCHASING AGENT**

*Nancy R. McIntyre*

Nancy R. McIntyre

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**PURCHASES**



# Notice of Blanket Purchase Agreement

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

ENE SYSTEMS INC  
 480 NEPONSET ST  
 STE 11 D  
 CANTON, MA 02021  
 United States

MPA #136 HEATING, VENTILATION & AIR  
 CONDITIONING SERVICES & REPAIR

**Award Number**  
 3448610

**Effective Period:**  
 01-JAN-16 - 30-NOV-16

<b>S H I P T O</b>	<b>MASTER PRICE AGREEMENT          SEE BELOW          RELEASE AGAINST,RI MPA          United States</b>	<b>Date:</b> 22-DEC-15 <b>Buyer:</b> J Ohara 2nd <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 11302	<b>I N V O I C E</b>	<b>MASTER PRICE AGREEMENT          SEE BELOW          RELEASE AGAINST,RI MPA          United States</b>
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Department		Type of Requisition	Bid Number	Requisition Number
			7549957	
Line	Item	Item Description	Unit	Unit Price

		ON-SITE MEDIUM TIER		
36		MPA-136 FY16-17 APPRENTICE REFRIGERATION - OVERTIME HOURLY RATE ON-SITE LOWEST TIER	Hour	137.82
55		MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE  RATES FOR ITEMS 55 THROUGH 58 SHALL INCLUDE THE FOLLOWING:  ALL RATES SHALL BE INCLUSIVE WITHOUT LIMITATIONS, WAGES, BENEFITS, VEHICLE, FUEL, TOOLS, MOBILIZATION AND DEMOBILIZATION, SUPERVISION, INSURANCE, ALL LICENSES, PERMITS, OVERHEAD AND PROFIT AND ALL OTHER REQUIREMENTS NECESSARY FOR THE COMMENCEMENT, PERFORMANCE, AND COMPLETION OF THE WORK.	Hour	155
56		MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Day	1240
57		MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Week	6200
58		MPA-136 FY16-17 MAJOR EQUIPMENT (WITH OPERATOR APPLICABLE) CRANE	Month	24800
59		MPA-136 FY16-17 MATERIALS ARE TO BE PROVIDED AT COST PLUS THE FOLLOWING (APPLICABLE) FEE FOR OVERHEAD, PICKUP, AND DELIVERY. NO ADDITIONAL CHARGES WILL BE ACCEPTABLE.  \$0-500 - NO FEE \$501-750 - \$75.00 \$751-1,000 - \$96.00 \$1,001-1,500 - \$125.00 \$1,501-2,500 - \$180.00	Total	1

**STATE PURCHASING AGENT**

*Nancy R. McIntyre*

Nancy R. McIntyre

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**PURCHASES**



# Notice of Blanket Purchase Agreement

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ONE CAPITOL HILL  
PROVIDENCE RI 02908

ENE SYSTEMS INC  
480 NEPONSET ST  
STE 11 D  
CANTON, MA 02021  
United States

MPA #136 HEATING, VENTILATION & AIR  
CONDITIONING SERVICES & REPAIR

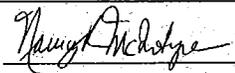
**Award Number**  
3448610

**Effective Period:**  
01-JAN-16 - 30-NOV-16

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 22-DEC-15 <b>Buyer:</b> J Ohara 2nd <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 11302	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
			7549957	
Line	Item	Item Description	Unit	Unit Price
		\$2,501-5,000 - \$300.00		
		\$5,001-7,500 - \$438.00		
		OVER \$7,501 - \$525.00		

STATE PURCHASING AGENT



Nancy R. McIntyre

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# PURCHASES

# CONTRACT TERMS AND CONDITIONS

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**Contract Terms and Conditions**

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**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****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 "SHIP 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.

**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.

**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.

**PARTIAL PAYMENTS**

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

**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.

**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.

**WORK ORDER LIMITATIONS**

IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$30,000.00 WITHOUT PRIOR APPROVAL OF THE OFFICE OF PURCHASES.

**WAGE REQUIREMENTS - ADDITIONAL**

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

**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](http://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.