Price Agreement Amendment

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

VENDOR
ARROWHEAD ATHLETICS
DIVISION OF SHAWSHEEN RUBBER CO INC
PO BOX 4264
ANDOVER MA 01810

TRAINING SUPPLIES, ATHLETIC
Amendment Date: 06/08/2005
Original Award Date: 06/22/2004
Buyer: MCINTYRE, NANCY R
Phone #: (401) 222 - 2142 ext. 126
FOB: F.O.B., Destination
Terms: Net 30

Change Order Number
1
Award Number
68M00306252
Effective Period:
06/01/2004 - 05/31/2006

SHIP TO
ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

INVOICE
ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #1

Department		Bid Number	C/O Req #
ADMINISTRATION	MPA-149	B03801	

Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1 CHANGE TO PO #68M00306252 DATED 6/22/04 CHANGE EFFECTIVE PERIOD: FROM: 6/1/04 - 5/31/05 TO: 6/1/04 - 5/31/06				

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.us.

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE	
ACCOUNTING	**DATE RELEASED**

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Buyer: NANCY MCINTYRE
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Department		Bid Number	Requisition Number
ADMINISTRATION	**MPA-149**	**B03801**	

Item		Unit	Unit Price
	6/1/04 - 5/31/05 WITH OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR MASTER PRICE AGREEMENT #149 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.		

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Department		Bid Number	Requisition Number
ADMINISTRATION	**MPA-149**	**B03801**	

Item		Unit	Unit Price
	HAZARDOUS MATERIAL SAFETY DATA SHEET IS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AFTER THEIR RECEIPT OF THE PURCHASE ORDER AND BEFORE OR WITH THE FIRST DELIVERY. THIS SHEET WILL BE KEPT ON FILE AS A REFERENCE FOR FUTURE DELIVERIES MADE UNDER THIS CONTRACT. THIS SHEET IS MANDATED BY R.I. STATE LAW CHAPTER 28-21 HAZARDOUS SUBSTANCE RIGHT-TO-KNOW ACT. FAILURE TO COMPLY WITH THIS REQUEST WILL RESULT IN LOSS OF CONTRACT. 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. 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.		

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Item		Unit	Unit Price
	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, RI 02904 (401-222-2056). 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). THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.		
7.0	PROTECTIVE TRAINERS TAPE, ARROWHEAD #AH100, 1 1/2" X 15 YARDS (32 ROLLS PER CASE) NO SUBSTITUTIONS	CS	30.75
17.0	ARROWHEAD ELASTOGUARD ELASTIC TAPE 2" X 5 YARDS #EG201 (24 ROLLS/CASE) NO SUBSTITUTIONS	CS	33.95
18.0	ARROWHEAD ELASTOGUARD ELASTIC TAPE 3" X 5 YARDS #EG301 (16 ROLLS/CASE) NO SUBSTITUTIONS	CS	33.95
19.0	ELASTIC TAPE ARROWHEAD LITEGUARD 3" WIDE X 7 1/2 YARDS, #LG300 (16 ROLLS/CASE) NO SUBSTITUTIONS	CS	33.95

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Department		Bid Number	Requisition Number
ADMINISTRATION	**MPA-149**	**B03801**	

Item		Unit	Unit Price
20.0	ELASTIC TAPE ARROWHEAD LITEGUARD 2" WIDE X 7 1/2 YARDS, #LG200 (24 ROLLS/CASE) NO SUBSTITUTIONS DELIVERY: 3-7 BUSINESS DAYS ARO DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED. VENDOR CONTACT: LISA MARTINEAU VENDOR TELEPHONE #: 978-475-1710 VENDOR FAX #: 978-475-8603 E-MAIL: lmartineau@shawsheencc.com	CS	33.95

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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.