

CONTRACT RENEWAL GUIDE
MASTER PRICE AGREEMENT (“MPA”) #296
SECURITY GUARD SERVICES (UNARMED)
BID SOLICITATION # 7448017
CONTRACT TERM 3/1/2011 – 12/31/2016
WITH NO REMAINING RENEWAL OPTIONS

BACKGROUND:

There are 4 vendors on this Master Price Agreement. Agencies may choose any of these vendors based on availability and/or pricing.

CONTRACT SUMMARY:

This is the final renewal option allowed at the sole discretion of the State as per the original bid solicitation.

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).

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

Vendors must maintain worker's compensation and liability insurance in accordance with State's General Conditions of Purchase available at www.purchasing.ri.gov. The security company will pay for any BCI checks. Any special equipment or situations that will incur costs not already included in the MPA must be approved in advance. The State will NOT automatically pay for a 2nd person, such as an apprentice, etc. The State will not pay for miscellaneous charges, no travel, no mileage, no portal-to-portal, etc. The original solicitation is available online at:

<http://www.purchasing.ri.gov/bidding/Bidlisting.aspx?BidNumber=7448017>

SUPPLEMENTAL BUYER ANALYSIS INFORMATION. SUPPLEMENTAL ANALYSIS DATA IS POSTED ON THE MPA'S SEARCH RESULTS WEBPAGE, UNDER THE HEADING “ANALYSIS INFO”.

VENDOR AWARDS CONTACT INFORMATION:

Purchase Order # 3274345
Vendor Name: IMPERIAL SECURITY INC
Contact Name: Mario Mozetta Jr.
Tel: (401) 300-9261



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

Purchase Order # 3216761
Vendor Name: MADISON SECURITY GROUP INC
Contact Name: TIMOTHY GROVER
Tel: (888) 459-5911

Purchase Order # **3216763**
Vendor Name: SECURITAS SECURITY SERVICES USA INC
Contact Name: GREGORY KALAFUS
Tel: (401) 273-4299

Purchase Order # 3216764
Vendor Name: US SECURITY ASSOC INC
Contact Name: WILLIAM ROY ADAMS
Tel: (401) 943-5300

ALL ATTACHMENTS ARE DENOTED BY ☒, AND APPEAR IN THE FOLLOWING ORDER:

- CONTRACT USER GUIDE
- SAMPLE AGENCY NOTIFICATION LETTER TO VENDOR
- CHANGE ORDER TO ORIGINAL PURCHASE
- ALL PRIOR CHANGE ORDERS TO ORIGINAL PURCHASE (sequential order is most recent to #1)
- ORIGINAL PURCHASE AWARD (VENDOR AWARD)
- VENDOR AMENDMENT/S
- PRODUCT AND PRICING (IF NOT INCLUDED ON PURCHASE ORDER)
- SPECIAL INSTRUCTIONS
- TERMS AND CONDITIONS
- SUPPLEMENTAL ANALYSIS INFO – SEE MPA SEARCH RESULTS WEBPAGE
- OTHER – DESCRIPTION:

DIVISION OF PURCHASES CONTACT:

Name: CHARLOTTE A MELILLO
Title: CHIEF IMPLEMENTATION AIDE
Tel: (401) 574-8110
Email: charlotte.melillo@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

| | |
|--|--|
| V E N D O R | IMPERIAL SECURITY INC 79 PUTNAM PIKE JOHNSTON, RI 02919 United States |
|--|--|

| MPA-296 SECURITY GUARD SERVICES (UNARMED) | |
|--|--------------------------------------|
| Award Number | 3274345 |
| Revision Number | 9 |
| Effective Period | 01-MAR-2011 - 31-DEC-2016 |
| Approved PO Date | 09-DEC-2016 |
| Vendor Number | 41026-iSupplier |

| | |
|---|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
|---|---|

| | |
|------------------------------------|--------------------------|
| Type of Requisition | *OTHER |
| Requisition Number | 1267695 |
| Change Order Requisition Number | |
| Solicitation Number | 7448017 |
| Freight | Paid |
| Payment Terms | NET 30 |
| Buyer | Righter, Max - |
| Requester Name | |
| 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.

CHANGE TO PO #3274345 DATED 12/5/2016

CHANGE EFFECTIVE PERIOD
 FROM: 3/01/2011 – 11/30/2016
 TO: 3/01/2011 – 12/31/2016

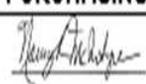
EXTENSION REQUIRED AS NEW SOLICITATION HAS NOT BEEN AWARDED.

| Line | Description | Unit | Unit Price (USD) |
|------|-------------|------|------------------|
| | | | |

INVOICE TO

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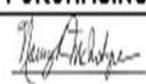
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|--|
| STATE PURCHASING AGENT |
|  Nancy R. McIntyre |

| Line | Description | Unit | Unit Price (USD) |
|------|---|------|------------------|
| 1 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - NO HOLIDAY | Hour | 13.75 |
| 2 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - HOLIDAY AND WEEKENDS | Hour | 14.25 |
| 3 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 AM MIDNIGHT - NO HOLIDAY | Hour | 13.75 |
| 4 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 MIDNIGHT - HOLIDAY AND WEEKENDS | Hour | 14.25 |
| 5 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | Hour | 13.75 |
| 6 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.25 |
| 7 | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - NO HOLIDAY | Hour | 14.25 |
| 7.1 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - NO HOLIDAY | Hour | 14.25 |
| 7.2 | MPA-296 - FY17 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - NO HOLIDAY | Hour | 14.25 |
| 8 | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - HOLIDAY AND WEEKENDS | Hour | 14.75 |
| 8.1 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - HOLIDAY AND WEEKENDS | Hour | 14.75 |
| 8.2 | MPA-296 - FY17 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - HOLIDAY AND WEEKENDS | Hour | 14.75 |
| 9 | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 AM MIDNIGHT - NO HOLIDAY | Hour | 14.25 |
| 9.1 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 AM MIDNIGHT - NO HOLIDAY | Hour | 14.25 |
| 9.2 | MPA-296 - FY17 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 AM MIDNIGHT - NO HOLIDAY | Hour | 14.25 |
| 10 | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 | Hour | 14.75 |

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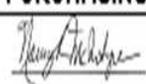
STATE PURCHASING AGENT

 Nancy R. McIntyre

| Line | Description | Unit | Unit Price (USD) |
|------|---|------|------------------|
| | MIDNIGHT - HOLIDAY AND WEEKENDS | | |
| 10.1 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 MIDNIGHT - HOLIDAY AND WEEKENDS | Hour | 14.75 |
| 10.2 | MPA-296 - FY17 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 MIDNIGHT - HOLIDAY AND WEEKENDS | Hour | 14.75 |
| 11 | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | Hour | 14.25 |
| 11.1 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | Hour | 14.25 |
| 11.2 | MPA-296 - FY17 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | Hour | 14.25 |
| 12 | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.75 |
| 12.1 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.75 |
| 12.2 | MPA-296 - FY17 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.75 |
| 13 | MPA-296 3/1/11 - 12/31/13 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 21 |
| 14 | MPA-296 1/1/14 - 12/31/15 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 22 |
| 14.1 | MPA-296 FY16 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 22 |
| 14.2 | MPA-296 FY17 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 22 |
| 15 | MPA-296 3/1/11 - 12/31/13 BID AN HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | Hour | 1 |
| 16 | MPA-296 1/1/14 - 12/31/15 BID AN HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | Hour | 1.5 |
| 16.1 | MPA-296 FY16 HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE | Hour | 1.5 |

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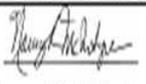
STATE PURCHASING AGENT

 Nancy R. McIntyre

| Line | Description | Unit | Unit Price (USD) |
|------|---|--------------|------------------|
| | WILL BE ADDITIONAL | | |
| 16.2 | MPA-296 FY17 HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | Hour | 1.5 |
| 17 | MPA-296 3/1/11 - 12/31/13 BID A COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 15 | Mile | .4 |
| 18 | MPA-296 1/1/14 - 12/31/15 BID A COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 16 | Mile | .5 |
| 18.1 | MPA-296 FY16 COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 16 | Mile | .5 |
| 18.2 | MPA-296 FY17 COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 16 | Mile | .5 |
| 19 | MPA-296 3/1/11 - 12/31/15 OVERTIME COMPENSATION PAID AT 1 1/2 TIMES HOURLY RATE - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE | Total | 1 |
| 19.1 | MPA-296 FY16 OVERTIME COMPENSATION PAID AT 1 1/2 TIMES HOURLY RATE - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE | Total | 1 |
| 19.2 | MPA-296 FY17 OVERTIME COMPENSATION PAID AT 1 1/2 TIMES HOURLY RATE - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE | TOTAL | 1 |

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|---|
| STATE PURCHASING AGENT |
|  |
| 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

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.

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.

INSURANCE REQUIREMENTS (ADDITIONAL)

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

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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."

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

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Contact Name: WILLIAM ROY ADAMS
Tel: (401) 943-5300

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DIVISION OF PURCHASES CONTACT:

Name: Max Righter
Title: Buyer 1
Tel: (401) 574-8179
Email: max.righter@purchasing.ri.gov

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State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

| | |
|--|--|
| V E N D O R | IMPERIAL SECURITY INC 79 PUTNAM PIKE JOHNSTON, RI 02919 United States |
|--|--|

| MPA-296 SECURITY GUARD SERVICES (UNARMED) | |
|--|--------------------------------------|
| Award Number | 3274345 |
| Revision Number | 8 |
| Effective Period | 01-MAR-2011 - 30-NOV-2016 |
| Approved PO Date | 18-OCT-2016 |
| Vendor Number | 41026 |

| | |
|---|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
|---|---|

| | |
|------------------------------------|--------------------------|
| Type of Requisition | *OTHER |
| Requisition Number | 1267695 |
| Change Order Requisition Number | |
| Solicitation Number | 7448017 |
| Freight | Paid |
| Payment Terms | NET 30 |
| Buyer | Righter, Max - |
| Requester Name | |
| 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.

CHANGE TO PO #3274345 DATED 10/14/2016

CHANGE EFFECTIVE PERIOD
 FROM: 3/01/2011 – 10/31/2016
 TO: 3/01/2011 – 11/30/2016

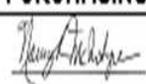
EXTENSION REQUIRED AS NEW SOLICITATION IS CURRENTLY OUT TO BID AND CLOSES ON OCTOBER 31, 2016. ADDITIONAL TIME IS NEEDED ON THESE CONTRACTS FOR THE BID TO CLOSE AND VENDORS TO BE AWARDED.

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

INVOICE TO

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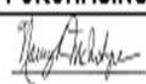
| |
|--|
| STATE PURCHASING AGENT |
|  Nancy R. McIntyre |

| | | | (USD) |
|-----|---|------|-------|
| 1 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - NO HOLIDAY | Hour | 13.75 |
| 2 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - HOLIDAY AND WEEKENDS | Hour | 14.25 |
| 3 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 AM MIDNIGHT - NO HOLIDAY | Hour | 13.75 |
| 4 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 MIDNIGHT - HOLIDAY AND WEEKENDS | Hour | 14.25 |
| 5 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | Hour | 13.75 |
| 6 | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.25 |
| 7 | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - NO HOLIDAY | Hour | 14.25 |
| 7.1 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - NO HOLIDAY | Hour | 14.25 |
| 7.2 | MPA-296 - FY17 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - NO HOLIDAY | Hour | 14.25 |
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| 9.2 | MPA-296 - FY17 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 AM MIDNIGHT - NO HOLIDAY | Hour | 14.25 |
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STATE PURCHASING AGENT

 Nancy R. McIntyre

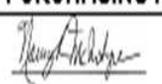
| | | | (USD) |
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| 11.1 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | Hour | 14.25 |
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| 12.1 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.75 |
| 12.2 | MPA-296 - FY17 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.75 |
| 13 | MPA-296 3/1/11 - 12/31/13 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 21 |
| 14 | MPA-296 1/1/14 - 12/31/15 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 22 |
| 14.1 | MPA-296 FY16 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 22 |
| 14.2 | MPA-296 FY17 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 22 |
| 15 | MPA-296 3/1/11 - 12/31/13 BID AN HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | Hour | 1 |
| 16 | MPA-296 1/1/14 - 12/31/15 BID AN HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | Hour | 1.5 |
| 16.1 | MPA-296 FY16 HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | Hour | 1.5 |
| 16.2 | MPA-296 FY17 HOURLY RATE TO PROVIDE A MARKED | Hour | 1.5 |

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STATE PURCHASING AGENT



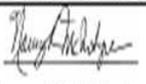
Nancy R. McIntyre

| | | | (USD) |
|------|--|-------|-------|
| | PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | | |
| 17 | MPA-296 3/1/11 - 12/31/13 BID A COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 15 | Mile | .4 |
| 18 | MPA-296 1/1/14 - 12/31/15 BID A COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 16 | Mile | .5 |
| 18.1 | MPA-296 FY16 COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 16 | Mile | .5 |
| 18.2 | MPA-296 FY17 COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 16 | Mile | .5 |
| 19 | MPA-296 3/1/11 - 12/31/15 OVERTIME COMPENSATION PAID AT 1 1/2 TIMES HOURLY RATE - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE | Total | 1 |
| 19.1 | MPA-296 FY16 OVERTIME COMPENSATION PAID AT 1 1/2 TIMES HOURLY RATE - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE | Total | 1 |
| 19.2 | MPA-296 FY17 OVERTIME COMPENSATION PAID AT 1 1/2 TIMES HOURLY RATE - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE | TOTAL | 1 |

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| STATE PURCHASING AGENT |
|  |
| 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

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.

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.

INSURANCE REQUIREMENTS (ADDITIONAL)

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

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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."

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.

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

| | |
|--|--|
| V E N D O R | IMPERIAL SECURITY INC 79 PUTNAM PIKE JOHNSTON, RI 02919 United States |
|--|--|

| SECURITY GUARD SERVICES (UNARMED) | |
|--|--------------------------------------|
| Award Number | 3274345 |
| Revision Number | 5 |
| Effective Period | 16-APR-2012 - 31-OCT-2016 |
| Approved PO Date | 23-JUN-2016 |
| Vendor Number | 41026 |

| | |
|---|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
|---|---|

| | |
|------------------------------------|--------------------------|
| Type of Requisition | *OTHER |
| Requisition Number | 1267695 |
| Change Order Requisition Number | |
| Solicitation Number | |
| Freight | Paid |
| Payment Terms | NET 30 |
| Buyer | Righter, Max - |
| Requester Name | |
| Work Telephone | |

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CHANGE TO PO #3274345

CHANGE EFFECTIVE PERIOD

FROM: 4/16/12 – 6/30/16

TO: 4/16/12 – 10/31/16

EXTEND TO ALLOW TIME TO DEVELOP NEW SOLICITATION AND BID.

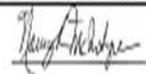
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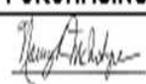

Nancy R. McIntyre

| Line | Description | Unit | Unit Price (USD) |
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| | HOLIDAY | | |
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 Nancy R. McIntyre

| Line | Description | Unit | Unit Price (USD) |
|------|--|------|------------------|
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| 11 | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | Hour | 14.25 |
| 11.1 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | Hour | 14.25 |
| 11.2 | MPA-296 - FY17 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | Hour | 14.25 |
| 12 | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.75 |
| 12.1 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.75 |
| 12.2 | MPA-296 - FY17 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.75 |
| 13 | MPA-296 3/1/11 - 12/31/13 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 21 |
| 14 | MPA-296 1/1/14 - 12/31/15 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 22 |
| 14.1 | MPA-296 FY16 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 22 |
| 14.2 | MPA-296 FY17 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 22 |
| 15 | MPA-296 3/1/11 - 12/31/13 BID AN HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | Hour | 1 |
| 16 | MPA-296 1/1/14 - 12/31/15 BID AN HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | Hour | 1.5 |
| 16.1 | MPA-296 FY16 HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | Hour | 1.5 |
| 16.2 | MPA-296 FY17 HOURLY RATE TO PROVIDE A MARKED | Hour | 1.5 |

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT

Nancy R. McIntyre

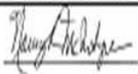
Nancy R. McIntyre

| Line | Description | Unit | Unit Price (USD) |
|------|---|--------------|------------------|
| | PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | | |
| 17 | MPA-296 3/1/11 - 12/31/13 BID A COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 15 | Mile | .4 |
| 18 | MPA-296 1/1/14 - 12/31/15 BID A COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 16 | Mile | .5 |
| 18.1 | MPA-296 FY16 COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 16 | Mile | .5 |
| 18.2 | MPA-296 FY17 COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 16 | Mile | .5 |
| 19 | MPA-296 3/1/11 - 12/31/15 OVERTIME COMPENSATION PAID AT 1 1/2 TIMES HOURLY RATE - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE | Total | 1 |
| 19.1 | MPA-296 FY16 OVERTIME COMPENSATION PAID AT 1 1/2 TIMES HOURLY RATE - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE | Total | 1 |
| 19.2 | MPA-296 FY17 OVERTIME COMPENSATION PAID AT 1 1/2 TIMES HOURLY RATE - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE | TOTAL | 1 |

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT

 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

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.

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.

INSURANCE REQUIREMENTS (ADDITIONAL)

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

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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."

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

IMPERIAL SECURITY INC
 79 PUTNAM PIKE
 JOHNSTON, RI 02919
 United States

Amendment Date: 24-DEC-15
 Original Award Date: 16-APR-12
 Buyer: D Brennan
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 41026

| | | | | |
|--|---|---|--|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States | Change Order Number 3 Award Number 3274345 Effective Period 16-APR-12 - 30-JUN-16 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
| | SECURITY GUARD SERVICES (UNARMED) | | | |

| Description | | | Bid Number | Change Order Req# | |
|-----------------------------------|--------|---|------------|-------------------|------------|
| Line # | Code | Class-Item | Quantity | Unit | Unit Price |
| SECURITY GUARD SERVICES (UNARMED) | | | | | |
| | | CHANGE TO PO 3274345 CHANGE EFFECTIVE PERIOD: FROM: 3/1/11 - 12/31/15 TO: 3/1/11 - 6/30/16 TO ALLOW TIME FOR A NEW SOLICITATION PROCESS | | | |
| 7.1 | 990.46 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - NO HOLIDAY | | Hour | 14.25 |
| 8.1 | 990.46 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - HOLIDAY AND WEEKENDS | | Hour | 14.75 |
| 9.1 | 990.46 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 AM MIDNIGHT - NO HOLIDAY | | Hour | 14.25 |
| 10.1 | 990.46 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 MIDNIGHT - HOLIDAY AND WEEKENDS | | Hour | 14.75 |
| 11.1 | 990.46 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | | Hour | 14.25 |
| 12.1 | 990.46 | MPA-296 - FY16 HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | | Hour | 14.75 |

STATE PURCHASING AGENT

 Nancy R. McIntyre



RI Purchase Agreement Amendment Report

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

IMPERIAL SECURITY INC
 79 PUTNAM PIKE
 JOHNSTON, RI 02919
 United States

Amendment Date: 24-DEC-15
 Original Award Date: 16-APR-12
 Buyer: D Brennan
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 41026

| | | | | |
|--|---|---|--|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States | Change Order Number 3 Award Number 3274345 Effective Period 16-APR-12 - 30-JUN-16 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
| | SECURITY GUARD SERVICES (UNARMED) | | | |

| Description | | | Bid Number | Change Order Req# |
|-----------------------------------|--------|--|------------|-------------------|
| SECURITY GUARD SERVICES (UNARMED) | | | | |
| 14.1 | 990.46 | MPA-296 FY16 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | | Day 22 |
| 16.1 | 990.46 | MPA-296 FY16 HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | | Hour 1.5 |
| 18.1 | 990.46 | MPA-296 FY16 COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 16 | | Mile .5 |

STATE PURCHASING AGENT

 Nancy R. McIntyre



RI Purchase Agreement Amendment Report

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

IMPERIAL SECURITY INC
79 PUTNAM PIKE
JOHNSTON, RI 02919
United States

Amendment Date: 24-DEC-15
Original Award Date: 16-APR-12
Buyer: D Brennan
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 41026

| | | | | |
|--|---|---|--|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States | Change Order Number 3 Award Number 3274345 Effective Period 16-APR-12 - 30-JUN-16 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
|--|---|---|--|---|

SECURITY GUARD SERVICES (UNARMED)

| Description | | Bid Number | Change Order Req# |
|--|--------|------------|-------------------|
| SECURITY GUARD SERVICES (UNARMED) | | | |
| 19.1 | 990.46 | | Total 1 |
| MPA-296 FY16 OVERTIME COMPENSATION PAID AT 1 1/2 TIMES HOURLY RATE - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE BCI CHECK: THE STATE MAY, AT ITS OPTION, REQUIRE INDIVIDUALS PROJECTED TO PERFORM SECURITY SERVICES, BE SUBJECTED TO A BCI CHECK. THIS BACKGROUND CHECK WILL BE PAID BY THE SECURITY COMPANY. THE STATE, FOR ANY REASON, RESERVES THE RIGHT TO REJECT INDIVIDUALS PERFORMING, OR SCHEDULED TO PERFORM, SECURITY SERVICES UNDER THIS MPA. *** NOTE: (1) VENDORS ARE REQUESTED TO SIGN IN AND OUT. (2) NO MISCELLANEOUS CHARGES, NO TRAVEL, NO MILEAGE, NO PORTAL-TO-PORTAL, ETC (3) STATE WILL NOT AUTOMATICALLY PAY FOR A 2ND PERSON, SUCH AS AN APPRENTICE, ETC. (4) ANY SPECIAL EQUIPMENT OR SITUATIONS THAT WILL INCUR COSTS NOT ALREADY INCLUDED IN THE MPA MUST BE APPROVED IN ADVANCE. (5) VENDOR SHOULD BEAR IN MIND THAT OVERLAPPING AND/OR COMBINING OF REQUIREMENTS MAY BE NECESSARY TO PREVENT DELAYS AND PROVIDE FOR A MORE RESPONSIVE WORKFLOW. | | | |

STATE PURCHASING AGENT

Nancy R. McIntyre



RI Purchase Agreement Amendment Report

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

IMPERIAL SECURITY INC
 79 PUTNAM PIKE
 JOHNSTON, RI 02919
 United States

Amendment Date: 13-NOV-14
 Original Award Date: 16-APR-12
 Buyer: C Melillo
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 41026

| | | | | |
|--|--|---|--|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States | Change Order Number 2 Award Number 3274345 Effective Period 16-APR-12 - 31-DEC-15 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
| | SECURITY GUARD SERVICES (UNARMED) 3/1/11 - 12/31/13 WITH TWO YEAR RENEWAL OPTION | | | |

| Description | | | Bid Number | Change Order Req# | |
|---|------|---|------------|-------------------|------------|
| SECURITY GUARD SERVICES (UNARMED) 3/1/11 - 12/31/13 WITH TWO YEAR RENEWAL OPTION | | | | | |
| Line # | Code | Class-Item | Quantity | Unit | Unit Price |
| | | CHANGE TO PO 3274345 CHANGE EFFECTIVE PERIOD: FROM: 3/1/11 - 12/31/14 TO: 3/1/11 - 12/31/15 2ND OPTION TO RENEW IS EXERCISED. | | | |

| |
|-------------------------------|
| STATE PURCHASING AGENT |
| |
| Nancy R. McIntyre |



RI Purchase Agreement Amendment Report

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

IMPERIAL SECURITY INC
79 PUTNAM PIKE
JOHNSTON, RI 02919
United States

Amendment Date: 07-NOV-13
Original Award Date: 16-APR-12
Buyer: C Meillo
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 41026

| | | | | |
|---------|--|---|---------|---|
| SHIP TO | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States | Change Order Number 1 Award Number 3274345 Effective Period 16-APR-12 - 31-DEC-14 | INVOICE | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
| | SECURITY GUARD SERVICES (UNARMED) 3/1/11 - 12/31/13 WITH TWO YEAR RENEWAL OPTION | | | |

| Description | | | Bid Number | Change Order Req# | |
|--|------|---|------------|-------------------|------------|
| SECURITY GUARD SERVICES (UNARMED) 3/1/11 - 12/31/13 WITH TWO YEAR RENEWAL OPTION | | | | | |
| Line # | Code | Class-Item | Quantity | Unit | Unit Price |
| | | CHANGE TO PO 3274345 | | | |
| | | CHANGE EFFECTIVE PERIOD: FROM: 3/1/11 - 12/31/13 TO: 3/1/11 - 12/31/14 1ST OPTION TO RENEW IS EXERCISED. | | | |

STATE PURCHASING AGENT

Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.



Notice of Blanket Purchase Agreement

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

IMPERIAL SECURITY INC
 219 PUTNAM PIKE
 JOHNSTON, RI 02919
 United States

SECURITY GUARD SERVICES (UNARMED)
 3/1/11 - 12/31/13 WITH TWO YEAR
 RENEWAL OPTION

Award Number
3274345

Effective Period:
16-APR-12 - 31-DEC-13

| | | | | |
|--|--|---|--|--|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States | Date: 16-APR-12 Buyer: C Melillo Shipping: Paid Terms: NET 30 Vendor # 41026 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States |
| | | | | |

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

| | | | | |
|--|--|--|--|--|
| | | <p>BLANKET REQUIREMENTS: 3/1/11 - 12/31/13 WITH OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS</p> <p>SECURITY GUARD SERVICES - (UNARMED) MPA-296</p> <p>SELECTED VENDORS MUST MAINTAIN WORKER'S COMP AND LIABILITY INSURANCE IN ACCORDANCE WITH STATE'S GENERAL CONDITIONS OF PURCHASE AVAILABLE AT WWW.PURCHASING.RI.GOV</p> <p>THE STATE RESERVES THE RIGHT TO SELECT UP TO FOUR AWARDEES FOR THIS MPA. AWARD SELECTION IS NO GUARANTEE OF INCOME.</p> <p>OVERTIME COMPENSATION, IF AUTHORIZED, WILL BE PAID AT 1 1/2 TIMES HOURLY RATE</p> <p>SUPPLIER CONTACT: MARIO MOZETTA JR, PRES/OWNER PHONE: (401) 300-9261 FAX: (401) 349-0178</p> <p>*****</p> <p>PO 3216762 IS CANCELED MPA-296</p> <p>VENDOR NAME CHANGED:</p> <p>FROM: IMPERIAL SECURITY LLC TO: IMPERIAL SECURITY INC</p> | | |
|--|--|--|--|--|

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes



Notice of Blanket Purchase Agreement

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

IMPERIAL SECURITY INC
 219 PUTNAM PIKE
 JOHNSTON, RI 02919
 United States

SECURITY GUARD SERVICES (UNARMED)
 3/1/11 - 12/31/13 WITH TWO YEAR
 RENEWAL OPTION

Award Number
3274345

Effective Period:
16-APR-12 - 31-DEC-13

| | | | | |
|--|--|---|--|--|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States | Date: 16-APR-12 Buyer: C Melillo Shipping: Paid Terms: NET 30 Vendor # 41026 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States |
| | | | | |

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

| | | | | |
|----|--|---|------|-------|
| | | PO 3274345 REPLACES PO 3216762 AND IS ISSUED TO IMPERIAL SECURITY INC FOR THE REMAINDER OF THE CONTRACT | | |
| 1 | | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - NO HOLIDAY | Hour | 13.75 |
| 2 | | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - HOLIDAY AND WEEKENDS | Hour | 14.25 |
| 3 | | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 AM MIDNIGHT - NO HOLIDAY | Hour | 13.75 |
| 4 | | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 MIDNIGHT - HOLIDAY AND WEEKENDS | Hour | 14.25 |
| 5 | | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | Hour | 13.75 |
| 6 | | MPA-296 - 3/1/11 - 12/31/13 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.25 |
| 7 | | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - NO HOLIDAY | Hour | 14.25 |
| 8 | | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 7:30 AM - 4:00 PM - HOLIDAY AND WEEKENDS | Hour | 14.75 |
| 9 | | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 AM MIDNIGHT - NO HOLIDAY | Hour | 14.25 |
| 10 | | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 4:00 PM - 12:00 MIDNIGHT - HOLIDAY AND WEEKENDS | Hour | 14.75 |
| 11 | | MPA-296 - 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - NO HOLIDAY | Hour | 14.25 |

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes



Notice of Blanket Purchase Agreement

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

IMPERIAL SECURITY INC
 219 PUTNAM PIKE
 JOHNSTON, RI 02919
 United States

SECURITY GUARD SERVICES (UNARMED)
 3/1/11 - 12/31/13 WITH TWO YEAR
 RENEWAL OPTION

Award Number
 3274345

Effective Period:
 16-APR-12 - 31-DEC-13

| | | | | |
|--|--|---|--|--|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States | Date: 16-APR-12 Buyer: C Melillo Shipping: Paid Terms: NET 30 Vendor # 41026 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States |
| | | | | |

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

| | | | | |
|----|--|--|-------|-------|
| 12 | | MPA-296 1/1/14 - 12/31/15 - BID AN HOURLY PRICE PER SHIFT - ONE GUARD - MONDAY THRU FRIDAY 12:00 MIDNIGHT - 7:30 AM - HOLIDAYS AND WEEKENDS | Hour | 14.75 |
| 13 | | MPA-296 3/1/11 - 12/31/13 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 21 |
| 14 | | MPA-296 1/1/14 - 12/31/15 PROVIDE MARKED PATROL VEHICLE(S) - COST TO BE ALL INCLUSIVE - GAS, INSURANCE, MILEAGE, ETC - BID A COST PER VEHICLE PER DAY | Day | 22 |
| 15 | | MPA-296 3/1/11 - 12/31/13 BID AN HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | Hour | 1 |
| 16 | | MPA-296 1/1/14 - 12/31/15 BID AN HOURLY RATE TO PROVIDE A MARKED PATROL VEHICLE (NON SPECIFIC TO AN AGENCY) (MILEAGE WILL BE ADDITIONAL) | Hour | 1.5 |
| 17 | | MPA-296 3/1/11 - 12/31/13 BID A COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 15 | Mile | .4 |
| 18 | | MPA-296 1/1/14 - 12/31/15 BID A COST PER MILE FOR VEHICLE REFERENCED IN LINE ITEM 16 | Mile | .5 |
| 19 | | MPA-296 3/1/11 - 12/31/15 OVERTIME COMPENSATION PAID AT 1 1/2 TIMES HOURLY RATE - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE BCI CHECK: THE STATE MAY, AT ITS OPTION, REQUIRE INDIVIDUALS PROJECTED TO PERFORM SECURITY SERVICES, BE SUBJECTED TO A BCI CHECK. THIS BACKGROUND CHECK WILL BE PAID BY THE SECURITY COMPANY. THE STATE, FOR ANY REASON, RESERVES THE RIGHT TO REJECT INDIVIDUALS PERFORMING, OR SCHEDULED TO PERFORM, SECURITY SERVICES UNDER THIS MPA. *** | Total | 1 |

STATE PURCHASING AGENT

Lorraine A. Hynes

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 ONE CAPITOL HILL
 PROVIDENCE RI 02908

IMPERIAL SECURITY INC
 219 PUTNAM PIKE
 JOHNSTON, RI 02919
 United States

SECURITY GUARD SERVICES (UNARMED)
 3/1/11 - 12/31/13 WITH TWO YEAR
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Award Number
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| | | | | |

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

| | | | |
|--|--|--|--|
| | NOTE: (1) VENDORS ARE REQUESTED TO SIGN IN AND OUT. (2) NO MISCELLANEOUS CHARGES, NO TRAVEL, NO MILEAGE, NO PORTAL-TO-PORTAL, ETC (3) STATE WILL NOT AUTOMATICALLY PAY FOR A 2ND PERSON, SUCH AS AN APPRENTICE, ETC. (4) ANY SPECIAL EQUIPMENT OR SITUATIONS THAT WILL INCUR COSTS NOT ALREADY INCLUDED IN THE MPA MUST BE APPROVED IN ADVANCE. (5) VENDOR SHOULD BEAR IN MIND THAT OVERLAPPING AND/OR COMBINING OF REQUIREMENTS MAY BE NECESSARY TO PREVENT DELAYS AND PROVIDE FOR A MORE RESPONSIVE WORKFLOW. | | |
|--|--|--|--|

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes

CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

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.

INSURANCE REQUIREMENTS (ADDITIONAL)

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

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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."

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.