

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	EW AUDET & SONS INC PO BOX 2039 PROVIDENCE, RI 02905 United States
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ELECTRICAL/ELECTRONIC MAINTENANCE & REPAIR (MPA 41)	
Award Number	3478357
Revision Number	0
Effective Period	01-SEP-2016 - 31-AUG-2017
Approved PO Date	22-AUG-2016
Vendor Number	255-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Change Order Requisition Number	
Solicitation Number	7550642
Freight	Paid
Payment Terms	NET 30
Buyer	- Mosca, Gary
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.

CONTRACT PERIOD: 9/1/16 - 8/31/17

Provide Electrical / Electronic Maintenance and Repair, including labor and equipment, for all State agencies, facilities buildings owned or occupied by the State of Rhode Island.

Requirements of this contract are in accordance with Purchase Order specifications herein, specifications and documents of Public Solicitation 7550642 and the States Purchasing Regulations and General Conditions of Purchasing.

Price will remain fixed for the term of this award.

All work shall be performed by qualified personnel of the involved trade and consistent with industry and regulatory standards.

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>

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Nancy R. McIntyre
Nancy R. McIntyre

No charges other than parts and labor on the job. No travel, no mileage, no miscellaneous charges, no portal to portal.

Contractor is responsible to comply with all licensing or state permits required for this type of service. In addition to these license requirements, bidder, by submission of this bid, certifies that any/all work related to this bid, and any subsequent award which requires a Rhode Island license(s), shall be performed by an individual(s) holding a valid Rhode Island license.

Contractors must comply with all applicable prevailing wage rate requirements for all services requested through the duration of the contract.

SUPPLIER CONTACT:

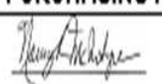
John Osowa Jr.
 Ph: 401-467-3510
 Fax: 401-781-8820
 jack@ewaudet.com

Line	Description	Unit	Unit Price (USD)
1	MPA-41 FY17-18 - MASTER ELECTRICIAN REGULAR/STRAIGHT TIME MONDAY - FRIDAY LOW-MEDIUM VOLTAGE SERVICES	Hour	80
2	MPA-41 FY17-18 - MASTER ELECTRICIAN OVERTIME MONDAY - FRIDAY LOW-MEDIUM VOLTAGE SERVICES	Hour	123
3	MPA-41 FY17-18 - MASTER ELECTRICIAN SAT,SUN, HOLIDAY LOW-MEDIUM VOLTAGE SERVICES	Hour	149
4	MPA-41 FY17-18 - MASTER ELECTRICIAN EMERGENCY CALL RESPONSE HOUYR RATE LOW-MEDIUM VOLTAGE SERVICES. MINIMUM HOURS CHARGED PER EMERGENCY CALL (4)	Hour	123
5	MPA-41 FY17-18 - ELECTRICAL JOURNEYMAN REGULAR/STRAIGHT TIME MONDAY-FRIDAY LOW-MEDIUM VOLTAGE SERVICES	Hour	74
6	MPA-41 FY17-18 - ELECTRICAL JOURNEYMAN OVERTIME MONDAY-FRIDAY LOW-MEDIUM VOLTAGE SERVICES	Hour	108
7	MPA-41 FY17-18 - ELECTRICAL JOURNEYMAN SAT, SUN, HOLIDAYS LOW-MEDIUM VOLTAGE SERVICES	Hour	139
8	MPA-41 FY17-18 - ELECTRICAL JOURNEYMAN EMERGENCY CALL RESPONSE HOURLY RATE LOW-MEDIUM VOLTAGE SERVICES. MINIMUM HOURS CHARGED PER EMERGENCY CALL (4)	Hour	108
9	MPA-41 FY17-18 - REGISTERED ELECTRICAL APPRENTICE REGULAR/STRAIGHT TIME MONDAY-FRIDAY LOW-MEDIUM VOLTAGE SERVICES	Hour	61
10	MPA-41 FY17-18 - REGISTERED ELECTRICAL APPRENTICE OVERTIME MONDAY-FRIDAY LOW-MEDIUM VOLTAGE SERVICES	Hour	86
11	MPA-41 FY17-18 - REGISTERED ELECTRICAL APPRENTICE SAT, SUN, HOLIDAY LOW-MEDIUM VOLTAGE SERVICES	Hour	108
12	MPA-41 FY17-18 - BUCKET TRUCK WITH OPERATOR APPLICABLE-STRAIGHT TIME	Hour	115

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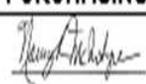
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Line	Description	Unit	Unit Price (USD)
13	MPA-41 FY17-18 - BUCKET TRUCK WITH OPERATOR APPLICABLE-OVERTIME	Hour	115
14	MPA-41 FY17-18 - BUCKET TRUCK WITH OPERATOR APPLICABLE - DAY	Day	880
15	MPA-41 FY17-18 - BUCKET TRUCK WITH OPERATOR APPLICABLE - WEEK	Week	4200
16	MPA-41 FY17-18 - BUCKET TRUCK WITH OPERATOR APPLICABLE - MONTH	Month	15840
17	MPA-41 FY17-18 - EQUIPMENT OPERATOR STRAIGHT TIME	Hour	80
18	MPA-41 FY17-18 - EQUIPMENT OPERATOR OVERTIME	Hour	115
19	MPA-41 FY17-18 - EQUIPMENT OPERATOR - DAY	Day	640
20	MPA-41 FY17-18 - EQUIPMENT OPERATOR - WEEK	Week	2960
21	MPA-41 FY17-18 - EQUIPMENT OPERATOR - MONTH	Month	11900
22	MPA-41 FY17-18 - DIGGER-DERRICK TRUCK OPERATOR APPLICABLE STRAIGHT TIME	Hour	65
23	MPA-41 FY17-18 - DIGGER-DERRICK TRUCK OPERATOR APPLICABLE OVERTIME	Hour	65
24	MPA-41 FY17-18 - DIGGER-DERRICK TRUCK OPERATOR APPLICABLE - DAY	Day	520
25	MPA-41 FY17-18 - DIGGER-DERRICK TRUCK OPERATOR APPLICABLE - WEEK	Week	800
26	MPA-41 FY17-18 - DIGGER-DERRICK TRUCK OPERATOR APPLICABLE - MONTH	Month	2400
27	MPA-41 FY17-18 - CRANE OPERATOR APPLICABLE STRAIGHT TIME	Hour	75
28	MPA-41 FY17-18 - CRANE OPERATOR APPLICABLE OVERTIME	Hour	75
29	MPA-41 FY17-18 - CRANE OPERATOR APPLICABLE - DAY	Day	600
30	MPA-41 FY17-18 - CRANE OPERATOR APPLICABLE - WEEK	Week	1250
31	MPA-41 FY17-18 - CRANE OPERATOR APPLICABLE - MONTH	Month	4400
32	MPA-41 FY17-18 - BACKHOE OPERATOR APPLICABLE STRAIGHT TIME	Hour	60
33	MPA-41 FY17-18 - BACKHOE OPERATOR APPLICABLE OVERTIME	Hour	60
34	MPA-41 FY17-18 - BACKHOE OPERATOR APPLICABLE - DAY	Day	480
35	MPA-41 FY17-18 - BACKHOE OPERATOR APPLICABLE - WEEK	Week	800
36	MPA-41 FY17-18 - BACKHOE OPERATOR APPLICABLE - MONTH	Month	2400
37	MPA-41 FY17-18 - COMPRESSOR - HOUR	Hour	45
38	MPA-41 FY17-18 - COMPRESSOR - DAY	Day	360
39	MPA-41 FY17-18 - COMPRESSOR - WEEK	Week	450
40	MPA-41 FY17-18 - COMPRESSOR - MONTH	Month	775
41	MPA-41 FY17-18 - GENERATOR-SITE WORK ONLY - HOUR	Hour	20
42	MPA-41 FY17-18 - GENERATOR-SITE WORK ONLY - DAY	Day	100
43	MPA-41 FY17-18 - GENERATOR-SITE WORK ONLY - WEEK	Week	275
44	MPA-41 FY17-18 - GENERATOR-SITE WORK ONLY - MONTH	Month	675
45	MPA-41 FY17-18 - PUMP - HOUR	Hour	30

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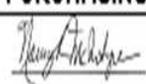
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Line	Description	Unit	Unit Price (USD)
46	MPA-41 FY17-18 - PUMP - DAY	Day	50
47	MPA-41 FY17-18 - PUMP - WEEK	Week	185
48	MPA-41 FY17-18 - PUMP - MONTH	Month	620
49	MPA-41 FY17-18 - MATERIALS/PARTS: THE OWNER SHALL BE ENTITLED TO ANY AND ALL MATERIAL OR TRADE DISCOUNTS OFF LIST PRICES THAT THE ELECTRICAL VENDOR RECEIVES. MATERIAL QUOTES AND INVOICES SHALL PROVIDE THE DISCOUNTED RATE.	Each	1
50	MPA-41 FY17-18 - MASTER ELECTRICIAN HIGH VOLTAGE SERVICES REGULAR STRAIGHT TIME MONDAY-FRIDAY	Hour	80
51	MPA-41 FY17-18 - MASTER ELECTRICIAN HIGH VOLTAGE SERVICES OVERTIME MONDAY-FRIDAY	Hour	123
52	MPA-41 FY17-18 - MASTER ELECTRICIAN HIGH VOLTAGE SERVICES SAT/SUN/HOLIDAY	Hour	149
53	MPA-41 FY17-18 - MASTER ELECTRICIAN HIGH VOLTAGE SERVICES EMERGENCY CALL RESPONSE HOURLY RATE. MINIMUM HOURS CHARGED PER EMERGENCY CALL (4).	Hour	123
54	MPA-41 FY17-18 - LINE MAN HIGH VOLTAGE SERVICES REGULAR STRAIGHT TIME MONDAY-FRIDAY	Hour	90
55	MPA-41 FY17-18 - LINE MAN HIGH VOLTAGE SERVICES OVERTIME MONDAY-FRIDAY	Hour	118
56	MPA-41 FY17-18 - LINE MAN HIGH VOLTAGE SERVICES SAT/SUN/HOLIDAY	Hour	152
57	MPA-41 FY17-18 - LINE MAN HIGH VOLTAGE SERVICES EMERGENCY CALL RESPONSE HOURLY RATE. MINIMUM HOURS CHARGED PER EMERGENCY CALL (4).	Hour	118
58	MPA-41 FY17-18 - ELECTRICAL JOURNEYMAN HIGH VOLTAGE SERVICES REGULAR STRAIGHT TIME MONDAY-FRIDAY	Hour	78
59	MPA-41 FY17-18 - ELECTRICAL JOURNEYMAN HIGH VOLTAGE SERVICES OVERTIME MONDAY-FRIDAY	Hour	110
60	MPA-41 FY17-18 - ELECTRICAL JOURNEYMAN HIGH VOLTAGE SERVICES SAT/SUN/HOLIDAY	Hour	139
61	MPA-41 FY17-18 - ELECTRICAL JOURNEYMAN HIGH VOLTAGE SERVICES EMERGENCY CALL RESPONSE HOURLY RATE. MINIMUM HOURS CHARGED PER EMERGENCY CALL (4).	Hour	110

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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****MPA BID AWARD (STATEWIDE APPLICABILITY)**

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

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.

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.

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.

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.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

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.