

Purchase Agreement Amendment



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

V E N D O R	1869 J'S BROADWAY APPLIANCE	Amendment Date: 21-MAY-07 Original Award Date: 20-APR-07 Buyer: J Ohara 2nd Phone #: FOB: Destination Terms: NET 30	Change Order Number 1 Award Number 3028489 Effective Period 15-MAR-07 - 29-FEB-08
	635 PUTNAM PIKE SMITHFIELD, RI 02828 United States		

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

AIR CONDITIONERS/WINDOW UNITS (MPA #46)

Description			Bid Number		Change Order Req#
AIR CONDITIONERS/WINDOW UNITS (MPA #46)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3028489 CHANGE TO ITEM #5: FROM: MODEL #FAC 226P1A TO: MODEL #FAC 126P1A			
5	031.05	MPA-46 - 3/15/07 - 2/29/08 - 12,000 BTU 11.0A EER 11.8 TO FIT WINDOWS 23" TO 36" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE FAC126P1A		Each	265.00

STATE PURCHASING AGENT



Notice of Blanket Purchase Agreement

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Date: 20-APR-07
Buyer: J Ohara 2nd
Shipping: Paid
Terms: NET 30

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Department		Type of Requisition	Bid Number	Requisition Number
			7003311,1	
Line	Item	Item Description	Unit	Unit Price

		BLANKET REQUIREMENTS: 3/15/2007 - 2/29/2008 MPA #46 ALL MODELS MUST BE FURNISHED WITH INSTALLATION KIT AND 6 FT. CORD. LIMITED WARRANTY OF FIVE (5) YEARS ON ALL SEALED UNITS AND ONE (1) YEAR ON ALL PARTS. ALL UNITS MUST BE UL LISTED. DELIVERY DAYS AFTER RECEIPT OF ORDER: 2-4 DAYS VENDOR TELEPHONE: 401-949-7800 VENDOR FAX: 401-949-4470		
1		MPA-46 - 3/15/07 - 2/29/08 - 6,000 BTU 5.6 A EER 9.7 TO FIT WINDOWS 23" TO 36" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE FAA062P7A	Each	139
2		MPA-46 - 3/15/07 - 2/29/08 - 8,000 BTU 115V 7.5A EER 9.8 TO FIT WINDOWS 23" TO 36" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE FAA084P7A	Each	170
3		MPA-46 - 3/15/07 - 2/29/08 - 10,000 BTU 115V 9.0A EER 9.8 TO FIT WINDOWS 24" TO 38" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. SUNBEAM SCA103RWB1	Each	195
4		MPA-46 - 3/15/07 - 2/29/08 - 14,300 BTU 115V 12/0A EER 10.8 TO FIT WINDOWS. 28.5" TO 39.25" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. GENERAL ELECTRIC GE ASM14AK	Each	345
5		MPA-46 - 3/15/07 - 2/29/08 - 12,000 BTU 11.0A EER 11.8 TO FIT WINDOWS 23" TO 36" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE FAC226P1A	Each	265

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Department		Type of Requisition	Bid Number	Requisition Number
			7003311,1	
Line	Item	Item Description		Unit Price

6		MPA-46 - 3/15/07 - 2/29/08 - 18,500/18,200 BTU 230/208V, 8.5/9.0A EER 10.7 TO FIT WINDOWS 26 1/2" TO 40" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE #FAM186R2A	Each	390
7		MPA-46 - 3/15/07 - 2/29/08 - 22,000/21,600 BTU 230/208V, 11.5/12.5 5A EER 9.4 TO FIT WINDOWS 32" TO 43" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE #FAS226R2A	Each	405
8		THE FOLLOWING ARE THRU-THE-WALL AIR CONDITIONER UNITS: MPA-46 - 3/15/07 - 2/29/08 - 6,000 BTU 115V EER 10.0 VARIABLE FAN SPEED GE AJCQ06LCC	Each	385
9		MPA-46 - 3/15/07 - 2/29/08 - WALL SLEEVE FOR ABOVE UNIT	Each	45
10		MPA-46 - 3/15/07 - 2/29/08 - 8,000 BTU 115V 9.5 EER VARIABLE FAN SPEED GE AJCQ08ACC	Each	395
11		MPA-46 - 3/15/07 - 2/29/08 - WALL SLEEVE FOR ABOVE UNIT	Each	45
12		MPA-46 - 3/15/07 - 2/29/08 - 9,900 BTU 115V 9.5 EER VARIABLE FAN SPEED GE AJCQ10ACC	Each	415
13		MPA-46 - 3/15/07 - 2/29/08 - WALL SLEEVE FOR ABOVE UNIT	Each	45
14		MPA-46 - 3/15/07 - 2/29/08 - 9,900/9,700 BTU 230/208V 9.5/9.5 EER VARIABLE FAN SPEED GE AJCQ10DCC	Each	420
15		MPA-46 - 3/15/07 - 2/29/08 - WALL SLEEVE FOR ABOVE UNIT	Each	45
16		MPA-46 - 3/15/07 - 2/29/08 - 11,600/11,400 BTU 230/208V 9.5/9.5 EER VARIABLE FAN SPEED GE AJCQ12DCC	Each	445
17		MPA-46 - 3/15/07 - 2/29/08 - WALL SLEEVE FOR ABOVE UNIT	Each	45
18		MPA-46 - 3/15/07 - 2/29/08 - COST FOR UNIVERSAL THRU-THE-WALL SLEEVE UNI-FIT	Each	45

STATE PURCHASING AGENT

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

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

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

PARTIAL PAYMENTS

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

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.

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.

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.

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).