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

VENDOR	**WHALLEY COMPUTER ASSOCIATES INC** **1 WHALLEY WAY** **SOUTHWICK, MA 01077** **United States**

MPA #482 - WIRELESS CLASSROOM INITIATIVE (RIDE)	
Award Number	**3318785**
Revision Number	**2**
Effective Period	**01-APR-2013 - 30-JUN-2017**
Approved PO Date	**29-JUN-2016**
Vendor Number	**12504-iSupplier**

SHIP TO	**MASTER PRICE AGREEMENT** **SEE BELOW** **RELEASE AGAINST, RI MPA** **United States**

Type of Requisition	***OTHER**
Requisition Number	**1296787**
Change Order Requisition Number	**RIDE16NMC-0065**
Solicitation Number	**7458347**
Freight	**Paid**
Payment Terms	**NET 30**
Buyer	**Walsh, Gail** **-**
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 #3318785 DATED 4/1/13

CHANGE EFFECTIVE PERIOD
FROM: 4/1/13 - 6/30/16
TO: 4/1/13 - 6/30/17

LINE ADDED TO REFLECT THE DATE CHANGE.

AGENCY CONTACT:
NANCY CARINHA - (401) 222-4679

Line	Description	Unit	Unit Price (USD)

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

Line	Description	Unit	Unit Price (USD)
1	**MPA-482 - 4/1/13-6/30/15 - PROVIDE SERVICES NECESSARY TO FURNISH AND INSTALL A WIRELESS CLASSROOM INITIATIVE**	**Each**	**1**
1.1	**MPA-482 - FY16 - PROVIDE SERVICES NECESSARY TO FURNISH AND INSTALL A WIRELESS CLASSROOM INITIATIVE**	**Each**	**1**
1.2	**MPA-482 - FY17 - PROVIDE SERVICES NECESSARY TO FURNISH AND INSTALL A WIRELESS CLASSROOM INITIATIVE**	**Each**	**1**

INVOICE TO

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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

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).

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.

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.

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.

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

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

WHALLEY COMPUTER ASSOCIATES INC
1 WHALLEY WAY
SOUTHWICK, MA 01077
United States

Amendment Date: 24-JUN-15
Original Award Date: 01-APR-13
Buyer: G Walsh
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 12504

SHIP TO		Change Order Number **1** Award Number **3318785** Effective Period **01-APR-13 - 30-JUN-16**	INVOICE	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States			MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

MPA #482 - WIRELESS CLASSROOM INITIATIVE (RIDE)

Description	Bid Number	Change Order Req#
MPA #482 - WIRELESS CLASSROOM INITIATIVE (RIDE)		**RIDE15NMC-0058**

Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3318785 DATED 4/1/13 CHANGE EFFECTIVE PERIOD FROM: 4/1/13 - 6/30/15 TO: 4/1/13 - 6/30/16 LINE ADDED TO REFLECT THE DATE CHANGE. AGENCY CONTACT: NANCY CARINHA - (401) 222-4679			
1.1	915.51	MPA-482 - FY16 - PROVIDE SERVICES NECESSARY TO FURNISH AND INSTALL A WIRELESS CLASSROOM INITIATIVE		Each	1

STATE PURCHASING AGENT

Nancy R. McIntyre

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.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

WHALLEY COMPUTER ASSOCIATES INC
1 WHALLEY WAY
SOUTHWICK, MA 01077
United States

MPA #482 - WIRELESS CLASSROOM INITIATIVE (RIDE)

Award Number 3318785

Effective Period: 01-APR-13 - 30-JUN-15

SHIP TO			INVOICE
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	**Date:** 01-APR-13 **Buyer:** G Walsh **Shipping:** Paid **Terms:** NET 30 **Vendor #** 12504	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		7458347 ~~N/A~~	1296787

Line	Item	Item Description	Unit	Unit Price
		CONTRACT TERM: 4/1/13-6/30/15 WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR PERIODS. PLEASE TAKE NOTE: IN ACCORDANCE WITH RHODE ISLAND GENERAL LAWS, CHAPTER 5-70, ALL APPROPRIATE RHODE ISLAND LICENSING MUST BE IN PLACE BEFORE AN OFFER FOR SERVICES CAN BE MADE TO A SCHOOL DISTRICT OR STATE AGENCY. FAILURE TO OBTAIN APPROPRIATE LICENSURE MAY RESULT IN CRIMINAL SANCTIONS IN ACCORDANCE WITH R.I.G.L. 5-70-6. VENDOR MUST PROVIDE COPIES OF ALL RHODE ISLAND LICENSES TO THE SCHOOL DISTRICT OR STATE AGENCY AT THE TIME OF OFFER. FOR ANY QUESTIONS RELATED TO RHODE ISLAND LICENSING, PLEASE CONTACT THE RHODE ISLAND DEPT. OF LABOR AND TRAINING, PROFESSIONAL REGULATION, AT (401) 462-8580 OR PROFREGS@DLT.RI.GOV. MASTER PRICE AGREEMENT #482 PROVIDE WIRELESS CLASSROOM INITIATIVE IN ACCORDANCE WITH THE PROVISIONS OF RFQ #7458347, THE ATTACHED RIDE WIRELESS CLASSROOM INITIATIVE (WCI) VENDOR INSTRUCTIONS, AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE.		

STATE PURCHASING AGENT

LAHynes

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

PURCHASES

Notice of Blanket Purchase Agreement

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

WHALLEY COMPUTER ASSOCIATES INC
1 WHALLEY WAY
SOUTHWICK, MA 01077

United States

MPA #482 - WIRELESS CLASSROOM INITIATIVE (RIDE)

Award Number 3318785

Effective Period: 01-APR-13 - 30-JUN-15

SHIP TO			INVOICE
MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	**Date:** 01-APR-13 **Buyer:** G Walsh **Shipping:** Paid **Terms:** NET 30 **Vendor #** 12504		MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		7458347 ~~NA~~	1296787

Line	Item	Item Description	Unit	Unit Price
		SCHOOL DISTRICTS AND CHARTER SCHOOLS WILL CONTACT A MINIMUM OF 3 VENDORS FROM THIS MASTER PRICE AGREEMENT (OR A HIGHER NUMBER IF REQUIRED BY THEIR LOCAL PROCUREMENT POLICIES / PROCEDURES) FOR THE PURPOSE OF HAVING A SITE SURVEY PERFORMED AT THEIR REQUESTED SITES FOR PURPOSES OF OBTAINING A QUOTE. VENDOR AGREES TO PERFORM A SURVEY AND PROVIDE A DETAILED QUOTE, AT NO COST, FOR ALL DISTRICTS THAT CONTACT THEM FOR SERVICE. VENDOR CONTACT: JAKE BROWN TEL: (508) 397-4991 JBB@WCA.COM AGENCY CONTACT: CYNTHIA BROWN TEL: (401) 222-4257		
1		MPA-482 - 4/1/13-6/30/15 - PROVIDE SERVICES NECESSARY TO FURNISH AND INSTALL A WIRELESS CLASSROOM INITIATIVE.	Each	1

STATE PURCHASING AGENT

LAHynes

Lorraine A. Hynes

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PURCHASES

State of Rhode Island and Providence Plantations
DEPARTMENT OF EDUCATION
Shepard Building
255 Westminster Street
Providence, Rhode Island 02903-3400

Deborah A. Gist
Commissioner

Wireless Classroom Initiative (WCI)

RIDE Wireless Classroom Initiative (WCI) Vendor Instructions

PLEASE TAKE NOTE:

IN ACCORDANCE WITH RHODE ISLAND GENERAL LAWS, CHAPTER 5-70, ALL APPROPRIATE RHODE ISLAND LICENSING MUST BE IN PLACE BEFORE AN OFFER FOR SERVICES CAN BE MADE TO A SCHOOL DISTRICT OR STATE AGENCY. FAILURE TO OBTAIN APPROPRIATE LICENSURE MAY RESULT IN CRIMINAL SANCTIONS IN ACCORDANCE WITH R.I.G.L. 5-70-6.

VENDOR MUST PROVIDE COPIES OF ALL RHODE ISLAND LICENSES TO THE SCHOOL DISTRICT OR STATE AGENCY AT THE TIME OF OFFER.

FOR ANY QUESTIONS RELATED TO RHODE ISLAND LICENSING, PLEASE CONTACT THE RHODE ISLAND DEPT. OF LABOR AND TRAINING, PROFESSIONAL REGULATION, AT (401) 462-8580 OR PROFREGS@DLT.RI.GOV.

Instructions for Vendors Placed on WCI MPA #482:

1) School Districts and Schools will make initial contact with vendors regarding the scheduling of all site visits.
2) As outlined in the Request for Qualifications, vendors contacted for a site survey and subsequent plan/cost proposal are required to do so free of charge. The State of Rhode Island, RIDE, and the individual LEAs will not be responsible for any costs associated with the site survey.
3) The scope of work must be approved by RIDE, in collaboration with LEAs, prior to the beginning of work. The scope of work may be modified by RIDE, in collaboration with LEAs prior to beginning work on a given task. Any deficiencies in performance of services and/or failure to supply deliverables in a timely manner will be documented by the LEA and reported to RIDE. Should a pattern of substantial dissatisfaction become apparent at any stage of the project, LEAs reserve the right to terminate any contracts awarded. RIDE reserves the right to recommend that the vendor be removed from the MPA.
4) A site survey template will be provided by RIDE for vendors to complete and submit the design and cost information[1]. The completed template will be submitted to RIDE by the Vendor. It will be reviewed by RIDE and the District Technology Administrator. Selection will be based on:
   a) The compatibility of their plan with existing infrastructure and systems
   b) The viability of the solution relative to WCI objectives
   c) The vendor's timeline for completion of the work

[1] Template will be posted to the WCI website (http://www.ride.ri.gov/FundingFinance/SchoolDistrictFinancialData/WirelessClassroomInitiative).

d) Certification by the vendor that the proposed implementation meets all federal, state and local regulations, including but not limited to compliance with labor laws (e.g. prevailing wages), OSHA standards, and procurement of required construction permits (e.g. electrical).

5) Cost, will represent no less than 80% of the selection criteria. RIDE along with district personnel will evaluate the vendors' submission.

6) All site surveys must be completed and final quotes received by RIDE no later than 60 days after first being engaged by the LEA or August 1, 2013, whichever is earliest. Send the completed site survey packet to the following address:

   Craig Hockenbrough
   RIDE – WCI Site Surveys
   For [School District Name]
   Office of Statewide Efficiencies
   255 Westminster Street, 6th Floor
   Providence, RI 02903

   Each submission must include a minimum of two (2) hardcopies of all materials plus electronic copies of all documents organized on a CD or flash drive. Files must be submitted in Microsoft Office – compatible format.

7) All work must comply with the School Construction Regulations (SCR), the Northeast Collaborative for High Performance Schools (NECHPS) protocol, and all applicable state and local laws and regulations. The School District / LEA is responsible for the identification and remediation of any hazardous materials. Please address any questions about the SCR and NECHPS protocol to Joseph da Silva at joseph.dasilva@ride.ri.gov or (401) 222-4294.

CONTRACT TERMS AND CONDITIONS BLANKET PO #3318785

PAAWD

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.

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.

CAMPAIGN INCLUDING ARRA SUPPLEMENTAL TERMS & CONDITIONS

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

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. \

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DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

P6
THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

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.

INSURANCE2

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.

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.

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).

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.