



# RI Purchase Agreement Amendment Report

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

ACTION AUTO PARTS INC  
795 N MAIN STREET  
PROVIDENCE, RI 02904  
United States

Amendment Date: 03-APR-12  
Original Award Date: 09-MAR-10  
Buyer: M Cortez-Matias  
Phone #:  
FOB: Destination  
Terms: NET 30  
Vendor # 1458

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 4 Award Number <b>3178786</b> Effective Period <b>01-MAR-10 - 31-MAY-12</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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BATTERIES - AUTOMOTIVE (MPA-53)

Description			Bid Number	Change Order Req#	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
<b>BATTERIES - AUTOMOTIVE (MPA-53)</b>					
		CHANGE TO PO# 3178786 DATED 3/1/10 MPA 53  CHANGE EFFECTIVE PERIOD:  FROM: 3/1/10 - 2/29/12 TO: 3/1/10 - 5/31/12  EXTENSION PER BID SPECIFICATIONS  LINES ADDED TO REFLECT EXTENSION			
1.2	998.15	MPA-53 3/1/10-5/31/12 12 VOLT PASSENGER CAR - GROUP 24/TYPE 624MF		Each	12.25
2.2	998.15	MPA-53 3/1/10-5/31/12 12 VOLT PASSENGER CAR - GROUP 64/TYPE 664MF		Each	14.5
3.2	998.15	MPA-53 3/1/10-5/31/12 12 VOLT PASSENGER CAR - GROUP 58/TYPE 458MF		Each	51.26
4.2	998.15	MPA-53 3/1/10-5/31/12 12 VOLT PASSENGER CAR - GROUP 24/TYPE 624MF		Each	10.99
5.2	998.15	MPA-53 3/1/10-5/31/12 12 VOLT PASSENGER CAR - GROUP 74/TYPE 574MF		Each	10.25
6.2	998.15	MPA-53 3/1/10-5/31/12 12 VOLT PASSENGER CAR - GROUP 65/TYPE 665MF		Each	71.99
7.2	998.15	MPA-53 3/1/10-5/31/12 12 VOLT PASSENGER CAR - GROUP 22NF/TYPE NF		Each	14.45

**STATE PURCHASING AGENT**

Lorraine A. Hynes



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 ONE CAPITOL HILL  
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	BATTERIES - AUTOMOTIVE (MPA-53)			

Description			Bid Number	Change Order Req#
BATTERIES - AUTOMOTIVE (MPA-53)				
8.2	998.15	MPA-53 3/1/10-5/31/12 HEAVY COMMERCIAL SERVICE - GROUP 1/TYPE 901MF	Each	12.25
9.2	998.15	MPA-53 3/1/10-5/31/12 HEAVY COMMERCIAL SERVICE - GROUP 4/TYPE 904WMF	Each	39.95
10.2	998.15	MPA-53 3/1/10-5/31/12 HEAVY COMMERCIAL SERVICE - GROUP 31/TYPE 1131MF	Each	86.95
11.2	998.15	MPA-53 3/1/10-5/31/12 HEAVY COMMERCIAL SERVICE - GROUP 31/TYPE 1131PMF	Each	86.95
12.2	998.15	MPA-53 3/1/10-5/31/12 HEAVY COMMERCIAL SERVICE - GROUP 4DLT/TYPE 94DLT	Each	101.09
13.1	998.15	MPA-53 3/1/10-2/29/12 HEAVY COMMERCIAL SERVICE - GROUP 34/78/TYPE 734-78	Each	70.25
13.2	998.15	MPA-53 3/1/10-5/31/12 HEAVY COMMERCIAL SERVICE - GROUP 34/78/TYPE 734-78	Each	70.25
14.2	998.15	MPA-53 3/1/10-5/31/12 HEAVY DUTY DIESEL STARTING - GROUP 4D/TYPE 904D	Each	110.64
15.2	998.15	MPA-53 3/1/10-5/31/12 HEAVY DUTY DIESEL STARTING - GROUP 8D/TYPE 908D	Each	147.39
16.2	998.15	MPA-53 3/1/10-5/31/12 HEAVY DUTY DIESEL STARTING - GROUP 48/91/TYPE 48-675	Each	14
17.2	998.15	MPA-53 3/1/10-5/31/12 LAWN MOWER-GARDEN-TRACTOR-SMALL ENGINE - GROUP P.L.T./TYPE 9AL	Each	19.5

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ONE CAPITOL HILL  
PROVIDENCE RI 02908

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United States

Amendment Date: 03-APR-12  
Original Award Date: 09-MAR-10  
Buyer: M Cortez-Matias  
Phone #:  
FOB: Destination  
Terms: NET 30  
Vendor # 1458

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 4 Award Number <b>3178786</b> Effective Period <b>01-MAR-10 - 31-MAY-12</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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BATTERIES - AUTOMOTIVE (MPA-53)

Description			Bid Number	Change Order Req#
<b>BATTERIES - AUTOMOTIVE (MPA-53)</b>				
18.2	998.15	MPA-53 3/1/10-5/31/12 MISCELLANEOUS - GROUP T-125	Each	114.63
19.2	998.15	MPA-53 3/1/10-5/31/12 MISCELLANEOUS - INSTALLATION CHARGE	Each	10
20	998.15	MPA-53 3/1/10-10/31/11 MISCELLANEOUS - HOURLY RATE FOR REPLACEMENT OF TERMINAL ENDS - NO CHARGE	Each	1
20.1	998.15	MPA-53 3/1/10-2/29/12 MISCELLANEOUS - HOURLY RATE FOR REPLACEMENT OF TERMINAL ENDS - NO CHARGE	Each	1
20.2	998.15	MPA-53 3/1/10-5/31/12 MISCELLANEOUS - HOURLY RATE FOR REPLACEMENT OF TERMINAL ENDS - NO CHARGE	Each	1
22.1	998.15	MPA-53 3/1/10-5/31/12 MISCELLANEOUS - DISCOUNT FROM LIST FOR OTHER BATTERY TYPES NOT LISTED: 50%	Each	1

**STATE PURCHASING AGENT**

Lorraine A. Hynes



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 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

ACTION AUTO PARTS INC  
 795 N MAIN STREET  
 PROVIDENCE, RI 02904  
 United States

Amendment Date: 10-FEB-11  
 Original Award Date: 09-MAR-10  
 Buyer: M Cortez-Matias  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 1458

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	<b>I N V O I C E</b>	Change Order Number 2 Award Number <b>3178786</b> Effective Period <b>01-MAR-10 - 31-OCT-11</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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BATTERIES - AUTOMOTIVE (MPA-53)

Description			Bid Number	Change Order Req#	
BATTERIES - AUTOMOTIVE (MPA-53)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO# 3178786 DATED 3/1/10 MPA 53  CHANGE EFFECTIVE PERIOD:  FROM: 3/1/10 - 10/31/11 TO: 3/1/10 - 2/29/12  6 MONTH EXTENSION PER BID SPECIFICATIONS  LINES ADDED TO REFLECT EXTENSION			

<b>STATE PURCHASING AGENT</b>
Lorraine A. Hynes



# RI Purchase Agreement Amendment Report

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

ACTION AUTO PARTS INC  
 795 N MAIN STREET  
 PROVIDENCE, RI 02904  
 United States

Amendment Date: 25-OCT-10  
 Original Award Date: 09-MAR-10  
 Buyer: D Cadoret  
 Phone #: N/A  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 1458

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number <b>3178786</b> Effective Period <b>01-MAR-10 - 31-OCT-11</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

BATTERIES - AUTOMOTIVE (MPA-53)

Description			Bid Number	Change Order Req#	
BATTERIES - AUTOMOTIVE (MPA-53)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO# 3178786 (MPA# 53) DATED: MARCH 1, 2010  CHANGE EFFECTIVE PERIOD FROM: 3/1/2010 - 10/31/2010 TO: 3/1/2010 - 10/31/2011  PER CONTRACT WITH OPTION TO RENEW FOR ONE ADDITIONAL TWELVE MONTH TERM.			
1	998.15	MPA-53 3/1/10-10/31/11 12 VOLT PASSENGER CAR - GROUP 24/TYPE 624MF		Each	12.25
2	998.15	MPA-53 3/1/10-10/31/11 12 VOLT PASSENGER CAR - GROUP 64/TYPE 664MF		Each	14.5
3	998.15	MPA-53 3/1/10-10/31/11 12 VOLT PASSENGER CAR - GROUP 58/TYPE 458MF		Each	51.26
4	998.15	MPA-53 3/1/10-10/31/11 12 VOLT PASSENGER CAR - GROUP 24/TYPE 624MF		Each	10.99
5	998.15	MPA-53 3/1/10-10/31/11 12 VOLT PASSENGER CAR - GROUP 74/TYPE 574MF		Each	10.25
6	998.15	MPA-53 3/1/10-10/31/11 12 VOLT PASSENGER CAR - GROUP 65/TYPE 665MF		Each	71.99
7	998.15	MPA-53 3/1/10-10/31/11 12 VOLT PASSENGER CAR - GROUP 22NF/TYPE NF		Each	14.45

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Amendment Date: 25-OCT-10  
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 Phone #: N/A  
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 Terms: NET 30  
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<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number <b>3178786</b> Effective Period <b>01-MAR-10 - 31-OCT-11</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

BATTERIES - AUTOMOTIVE (MPA-53)

Description			Bid Number	Change Order Req#
BATTERIES - AUTOMOTIVE (MPA-53)				
8	998.15	MPA-53 3/1/10-10/31/11 HEAVY COMMERCIAL SERVICE - GROUP 1/TYPE 901MF	Each	12.25
9	998.15	MPA-53 3/1/10-10/31/11 HEAVY COMMERCIAL SERVICE - GROUP 4/TYPE 904WMF	Each	39.95
10	998.15	MPA-53 3/1/10-10/31/11 HEAVY COMMERCIAL SERVICE - GROUP 31/TYPE 1131MF	Each	86.95
11	998.15	MPA-53 3/1/10-10/31/11 HEAVY COMMERCIAL SERVICE - GROUP 31/TYPE 1131PMF	Each	86.95
12	998.15	MPA-53 3/1/10-10/31/11 HEAVY COMMERCIAL SERVICE - GROUP 4DLT/TYPE 94DLT	Each	101.09
13	998.15	MPA-53 3/1/10-10/31/11 HEAVY COMMERCIAL SERVICE - GROUP 34/78/TYPE 734-78	Each	70.25
14	998.15	MPA-53 3/1/10-10/31/11 HEAVY DUTY DIESEL STARTING - GROUP 4D/TYPE 904D	Each	110.64
15	998.15	MPA-53 3/1/10-10/31/11 HEAVY DUTY DIESEL STARTING - GROUP 8D/TYPE 908D	Each	147.39
16	998.15	MPA-53 3/1/10-10/31/11 HEAVY DUTY DIESEL STARTING - GROUP 48/91/TYPE 48-675	Each	14
17	998.15	MPA-53 3/1/10-10/31/11 LAWN MOWER-GARDEN-TRACTOR-SMALL ENGINE - GROUP P.L.T./TYPE 9AL	Each	19.5
18	998.15	MPA-53 3/1/10-10/31/11 MISCELLANEOUS - GROUP T-125	Each	114.63

**STATE PURCHASING AGENT**



Lorraine A. Hynes



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Amendment Date: 25-OCT-10  
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<b>S H I P  T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number <b>3178786</b> Effective Period <b>01-MAR-10 - 31-OCT-11</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

BATTERIES - AUTOMOTIVE (MPA-53)

Description			Bid Number	Change Order Req#
<b>BATTERIES - AUTOMOTIVE (MPA-53)</b>				
19	998.15	MPA-53 3/1/10-10/31/11 MISCELLANEOUS - INSTALLATION CHARGE	Each	10
20	998.15	MPA-53 3/1/10-10/31/11 MISCELLANEOUS - HOURLY RATE FOR REPLACEMENT OF TERMINAL ENDS - NO CHARGE	Each	0
21	998.15	MPA-53 3/1/10-10/31/11 MISCELLANEOUS - DISCOUNT FROM LIST FOR OTHER BATTERY TYPES NOT LISTED: 50%	Each	1

<b>STATE PURCHASING AGENT</b>
Lorraine A. Hynes



# Notice of Blanket Purchase Agreement

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

ACTION AUTO PARTS INC  
 795 N MAIN STREET  
 PROVIDENCE, RI 02904  
 United States

BATTERIES - AUTOMOTIVE (MPA-53)

**Award Number**  
3178786

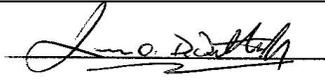
**Effective Period:**  
01-MAR-10 - 31-OCT-10

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 09-MAR-10 <b>Buyer:</b> D Cadoret <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 1458	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
Line	Item	Item Description	Unit	Unit Price

		BLANKET REQUIREMENTS: 3/1/10 - 10/31/10 WITH OPTION TO RENEW FOR ONE ADDITIONAL TWELVE MONTH TERM.  MASTER PRICE AGREEMENT #53  AGENCY CONTACT: BARBARA PHAYRE (401) 222-6212  SUPPLIER CONTACT: ROBERT DALY TELEPHONE: 401-273-0330 FAX: 401-751-5393		
1		MPA-53 3/1/10-10/31/10 12 VOLT PASSENGER CAR - GROUP 24/TYPE 624MF	Each	12.25
2		MPA-53 3/1/10-10/31/10 12 VOLT PASSENGER CAR - GROUP 64/TYPE 664MF	Each	14.5
3		MPA-53 3/1/10-10/31/10 12 VOLT PASSENGER CAR - GROUP 58/TYPE 458MF	Each	51.26
4		MPA-53 3/1/10-10/31/10 12 VOLT PASSENGER CAR - GROUP 24/TYPE 624MF	Each	10.99
5		MPA-53 3/1/10-10/31/10 12 VOLT PASSENGER CAR - GROUP 74/TYPE 574MF	Each	10.25
6		MPA-53 3/1/10-10/31/10 12 VOLT PASSENGER CAR - GROUP 65/TYPE 665MF	Each	71.99
7		MPA-53 3/1/10-10/31/10 12 VOLT PASSENGER CAR - GROUP 22NF/TYPE NF	Each	14.45
8		MPA-53 3/1/10-10/31/10 HEAVY COMMERCIAL SERVICE - GROUP 1/TYPE 901MF	Each	12.25
9		MPA-53 3/1/10-10/31/10 HEAVY COMMERCIAL SERVICE - GROUP 4/TYPE	Each	39.95

**STATE PURCHASING AGENT**



Louis A. DeQuattro



# Notice of Blanket Purchase Agreement

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

ACTION AUTO PARTS INC  
 795 N MAIN STREET  
 PROVIDENCE, RI 02904  
 United States

BATTERIES - AUTOMOTIVE (MPA-53)

**Award Number**  
3178786

**Effective Period:**  
01-MAR-10 - 31-OCT-10

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 09-MAR-10 <b>Buyer:</b> D Cadoret <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 1458	<b>I N V O I C E</b>	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

		904WMF		
10		MPA-53 3/1/10-10/31/10 HEAVY COMMERCIAL SERVICE - GROUP 31/TYPE 1131MF	Each	86.95
11		MPA-53 3/1/10-10/31/10 HEAVY COMMERCIAL SERVICE - GROUP 31/TYPE 1131PMF	Each	86.95
12		MPA-53 3/1/10-10/31/10 HEAVY COMMERCIAL SERVICE - GROUP 4DLT/TYPE 94DLT	Each	101.09
13		MPA-53 3/1/10-10/31/10 HEAVY COMMERCIAL SERVICE - GROUP 34/78/TYPE 734-78	Each	70.25
14		MPA-53 3/1/10-10/31/10 HEAVY DUTY DIESEL STARTING - GROUP 4D/TYPE 904D	Each	110.64
15		MPA-53 3/1/10-10/31/10 HEAVY DUTY DIESEL STARTING - GROUP 8D/TYPE 908D	Each	147.39
16		MPA-53 3/1/10-10/31/10 HEAVY DUTY DIESEL STARTING - GROUP 48/91/TYPE 48-675	Each	14
17		MPA-53 3/1/10-10/31/10 LAWN MOWER-GARDEN-TRACTOR-SMALL ENGINE - GROUP P.L.T./TYPE 9AL	Each	19.5
18		MPA-53 3/1/10-10/31/10 MISCELLANEOUS - GROUP T-125	Each	114.63
19		MPA-53 3/1/10-10/31/10 MISCELLANEOUS - INSTALLATION CHARGE	Each	10
20		MPA-53 3/1/10-10/31/10 MISCELLANEOUS - HOURLY RATE FOR REPLACEMENT OF TERMINAL ENDS - NO CHARGE	Each	0
21		MPA-53 3/1/10-10/31/10 MISCELLANEOUS - DISCOUNT FROM LIST FOR OTHER BATTERY TYPES NOT LISTED: 50%	Each	1

**STATE PURCHASING AGENT**

Louis A. DeQuattro

# 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**

#### **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.

#### **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).

## 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](http://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.