



RI Purchase Agreement Amendment Report

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

OAK HILL FARM LLC
4 ASHBROOK RUN
EAST GREENWICH, RI 02818
United States

Amendment Date: 10-MAR-15
Original Award Date: 24-DEC-14
Buyer: D Cadoret
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 21968

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number 3405866 Effective Period 24-DEC-14 - 31-OCT-17	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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MPA #159-SNOWPLOWING, SANDING AND REMOVAL

Description			Bid Number	Change Order Req#	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
CHANGE TO PO #3405866 DATED 12/24/14: LINES ADDED (24-29) TO THE PO. NOT PART OF ORIGINAL SCOPE OF WORK. CITY OF PROVIDENCE WAS PLOWING THIS SECTION BUT DISCONTINUED IT THIS YEAR. PROPERTY ACTUALLY BELONGS TO THE SCHOOL FOR THE DEAF.					
24	968.72	MPA-159 RI SCHOOL FOR THE DEAF GLASGOW STREET SNOW PLOWING 2-7" PER STORM		Each	55
25	968.72	MPA-159 RI SCHOOL FOR THE DEAF GLASGOW STREET SNOW PLOWING 7.1-10" PER STORM		Each	75
26	968.72	MPA-159 RI SCHOOL FOR THE DEAF GLASGOW STREET SNOW PLOWING 10.1-12" PER STORM		Each	125
27	968.72	MPA-159 RI SCHOOL FOR THE DEAF GLASGOW STREET SNOW PLOWING OVER 12" PER STORM		Each	150
28	968.72	MPA-159 RI SCHOOL FOR THE DEAF GLASGOW STREET SANDING SALTING PER APPLICATION		Each	50
29	968.72	MPA-159 RI SCHOOL FOR THE DEAF GLASGOW STREET SNOW REMOVAL FROM PREMISES PER HOUR		Hour	50

STATE PURCHASING AGENT

Nancy R. McIntyre



Notice of Blanket Purchase Agreement

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Department		Type of Requisition	Bid Number	Requisition Number
			7548947,1	
Line	Item	Item Description	Unit	Unit Price

		12/24/14 - 10/31/17 SNOWPLOWING, SANDING AND REMOVAL MPA #159 ATTACHED IS CONTACT INFORMATION FOR THE VENDOR AND INSURANCE INFORMATION. VENDOR IS RESPONSIBLE TO MAINTAIN CURRENT INSURANCE CERTIFICATES WITH THE DIVISION OF PURCHASES (ATTN: DAVID CADORET) FOR THE DURATION OF THE CONTRACT.		
1		MPA-159 Board of Elections SNOW PLOWING 3 - 7" - PLOWING PER STORM	Each	80
2		MPA-159 Board of Elections SNOW PLOWING 7.1 - 10" - PLOWING PER STORM	Each	90
3		MPA-159 Board of Elections SNOW PLOWING 10.1 - 12" - PLOWING PER STORM	Each	100
4		MPA-159 Board of Elections SNOW PLOWING OVER 12" - PLOWING PER STORM	Each	100
5		MPA-159 Board of Elections SANDING/SALTING - PER APPLICATION	Each	150
6		MPA-159 Board of Elections REMOVAL OF SNOW FROM PREMISES - PER HOUR	Hour	325
7		MPA-159 RI School for the Deaf SNOW PLOWING 2 - 7" - PLOWING PER STORM	Each	270
8		MPA-159 RI School for the Deaf SNOW PLOWING 7.1 - 10" - PLOWING PER STORM	Each	480
9		MPA-159 RI School for the Deaf SNOW PLOWING 10.1 - 12" - PLOWING PER STORM	Each	570
10		MPA-159 RI School for the Deaf SNOW PLOWING OVER 12" - PLOWING PER STORM	Each	390
11		MPA-159 RI School for the Deaf SANDING/SALTING - PER APPLICATION	Each	280
12		MPA-159 RI School for the Deaf REMOVAL OF SNOW FROM PREMISES - PER	Hour	275

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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.



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			7548947,1	
Line	Item	Item Description	Unit	Unit Price

		HOUR		
13		MPA-159 CCRI-Providence Campus SNOW PLOWING 2 - 7" - PLOWING PER STORM BY REQUEST ONLY AS PER ATTACHMENT F	Each	300
14		MPA-159 CCRI-Providence Campus SNOW PLOWING 7.1 - 10" - PLOWING PER STORM BY REQUEST ONLY AS PER ATTACHMENT F	Each	370
15		MPA-159 CCRI-Providence Campus SNOW PLOWING 10.1 - 12" - PLOWING PER STORM BY REQUEST ONLY AS PER ATTACHMENT F	Each	475
16		MPA-159 CCRI-Providence Campus SNOW PLOWING OVER 12 "" - PLOWING PER STORM BY REQUEST ONLY AS PER ATTACHMENT F	Each	670
17		MPA-159 CCRI-Providence Campus SANDING/SALTING - PER APPLICATION BY REQUEST ONLY AS PER ATTACHMENT F	Each	490
18		MPA-159 CCRI-Providence Campus REMOVAL OF SNOW FROM PREMISES - PER HOUR BY REQUEST ONLY AS PER ATTACHMENT F	Hour	440
19		MPA-159 CCRI-PROVIDENCE CAMPUS ADDITIONAL EQUIPMENT (IF REQUIRED) 1-2 CUBIC YARD FRONT END LOADER. BID PER HOUR.	Hour	175
20		MPA-159 CCRI-PROVIDENCE CAMPUS ADDITIONAL EQUIPMENT (IF REQUIRED) 2-4 CUBIC YARD FRONT END LOADER. BID PER HOUR.	Hour	190
21		MPA-159 CCRI-PROVIDENCE CAMPUS ADDITIONAL EQUIPMENT (IF REQUIRED) 4-6 CUBIC YARD FRONT END LOADER. BID PER HOUR.	Hour	220
22		MPA-159 CCRI-PROVIDENCE CAMPUS ADDITIONAL EQUIPMENT (IF REQUIRED) 10 CUBIC YARD CAPACITY DUMP TRUCK. BID PER HOUR.	Hour	175
23		MPA-159 BOARD OF ELECTIONS CALCIUM APPLICATION BY REQUEST ONLY. BID PER APPLICATION	Each	175

STATE PURCHASING AGENT

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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****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.

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.

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.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

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.



**STATE OF RHODE ISLAND
Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855**

**David Cadoret
401-574-8131
David.Cadoret@purchasing.ri.gov
Purchasing website: www.purchasing.ri.gov**

**BID 7548947-MPA 159 SNOWPLOWING, SANDING AND REMOVAL
ATTACHMENT C**

CONTACT INFORMATION

COMPANY NAME: OAK HILL FARM LLC

CONTACT PERSON: JIM FITZGERALD

PHONE 401-265-4070

ALTERNATE PERSON: JULIE MONTE

PHONE 401-489-8900

EMERGENCY TELEPHONE: 401-885-3979

CELL PHONE: 401-265-4070

FAX: 401-885-2041

EMAIL ADDRESS: OFFICE@OAKHILLFARM.US



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gallo Thomas Insurance 117 Metro Center Blvd Suite 1004 Warwick RI 02886	CONTACT NAME: Janice Hurley AAI	
	PHONE (A/C, No, Ext): (401) 732-9100 FAX (A/C, No): (401) 732-0091 E-MAIL ADDRESS: Jhurley@gallothomas.com	
INSURED Oak Hill Farm, LLC PO Box 108 East Greenwich RI 02818	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PEERLESS INSURANCE	18333
	INSURER B: PEERLESS INDEMNITY INSURANCE	18333
	INSURER C: Peerless Insurance Company	24198
	INSURER D: Phoenix Ins Co	25623
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL13111912029 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CBP1017728	12/12/2013	12/12/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		BA1017729	12/12/2013	12/12/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Schedule Mod Factor 1 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CU8884484	12/12/2013	12/12/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB3825T920	12/12/2013	12/12/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Herbicide & Pesticide		CBP1017728	12/12/2013	12/12/2014	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

When required by written contract, certificate holders shall be additional insured with respect to general liability and pollution liability and business auto liability. When required by written contract, general liability policy will waive subrogation in favor of the certificate holder. When required by written contract, this insurance shall be primary and non-contributory. Coverage subject to policy forms, terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

State of Rhode Island Division of Purchases One Capital Hill Providence, RI 02908-5855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Thomas Disanto/JHURLE