



Notice of Blanket Purchase Agreement

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

NORTH EAST SNOW SOLUTIONS CORP
 17 GALVESTON ST
 CRANSTON, RI 02910
 United States

MPA #159-SNOWPLOWING/REMOVAL

Award Number
3405869

Effective Period:
24-DEC-14 - 31-OCT-17

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 24-DEC-14 Buyer: D Cadoret Shipping: Paid Terms: NET 30 Vendor # 46629	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

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 CDL Driver Testing Area, N. Kingstown SNOW PLOWING 2 - 7" - PLOWING PER STORM AUTOMATIC	Each	450
2		MPA-159 CDL Driver Testing Area, N. Kingstown SNOW PLOWING 7.1 - 10" - PLOWING PER STORM AUTOMATIC	Each	500
3		MPA-159 CDL Driver Testing Area, N. Kingstown SNOW PLOWING 10.1 - 12" - PLOWING PER STORM AUTOMATIC	Each	600
4		MPA-159 CDL Driver Testing Area, N. Kingstown SNOW PLOWING OVER 12" - PLOWING PER STORM AUTOMATIC	Each	700
5		MPA-159 CDL Driver Testing Area, N. Kingstown SANDING/SALTING - PER APPLICATION AUTOMATIC	Each	540
6		MPA-159 CDL Driver Testing Area, N. Kingstown REMOVAL OF SNOW FROM PREMISES - PER HOUR	Hour	400
7		MPA-159 CCRI NEWPORT CAMPUS SNOW PLOWING 2-7" PER STORM BY REQUEST ONLY	Each	850
8		MPA-159 CCRI NEWPORT CAMPUS SNOW PLOWING 7.1-10" PER STORM BY REQUEST ONLY	Each	1200

STATE PURCHASING AGENT

Nancy R. McIntyre

Nancy R. McIntyre



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Line	Item	Item Description	Unit	Unit Price

9		MPA-159 CCRI NEWPORT CAMPUS SNOW PLOWING 10.1-12" PER STORM BY REQUEST ONLY	Each	1400
10		MPA-159 CCRI NEWPORT CAMPUS SNOW PLOWING OVER 12" PER STORM BY REQUEST ONLY	Each	1900
11		MPA-159 CCRI NEWPORT CAMPUS SANDING/SALTING PER APPLICATION BY REQUEST ONLY	Each	400
12		MPA-159 CCRI NEWPORT CAMPUS REMOVAL OF SNOW FROM PREMISES-PER HOUR BY REQUEST	Hour	400
13		MPA-159 CCRI-NEWPORT CAMPUS ADDITIONAL EQUIPMENT (IF REQUIRED) 1-2 CUBIC YARD FRONT END LOADER. BID PER HOUR.	Hour	95
14		MPA-159 CCRI-NEWPORT CAMPUS ADDITIONAL EQUIPMENT (IF REQUIRED) 2-4 CUBIC YARD FRONT END LOADER. BID PER HOUR.	Hour	160
15		MPA-159 CCRI-NEWPORT CAMPUS ADDITIONAL EQUIPMENT (IF REQUIRED) 4-6 CUBIC YARD FRONT END LOADER. BID PER HOUR.	Hour	220
16		MPA-159 CCRI-NEWPORT CAMPUS ADDITIONAL EQUIPMENT (IF REQUIRED) 10 CUBIC YARD CAPACITY DUMP TRUCK. BID PER HOUR.	Hour	200

STATE PURCHASING AGENT

Nancy R. McIntyre

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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

CONTACT INFORMATION

COMPANY NAME: NORTH EAST SNOW SOLUTIONS

CONTACT PERSON: MICHAEL TOUGAS PHONE 401-524-8109

ALTERNATE PERSON: PETER ABBENANTE JR PHONE 401-300-9716

EMERGENCY TELEPHONE: 401-524-8109

CELL PHONE: 401-524-8109

FAX: 401-223-6468

EMAIL ADDRESS: MIKE@NESNOWSOLUTIONS.COM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/2014

PRODUCER (401) 944-1800
M.C. Caldarone & Associates
75 Sockanosset Crossroad
Suite 202
Cranston RI 02920-

INSURED
Northeast Snow Solutions, Inc.
P.O. Box 100224
Cranston RI 02910-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Acceptance Indemnity Co	
INSURER B: Progressive	
INSURER C: Beacon Mutual	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	CL00159128	11/14/2014	11/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	024822550	11/14/2014	11/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0000070686	11/14/2014	11/14/2015	<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 State of Rhode Island is listed as additional Insured with respect to General Liability

CERTIFICATE HOLDER	CANCELLATION
() - () - State of Rhode Island One Capitol Hill 2nd Floor Providence RI 02908-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.