Notice of Blanket Purchase Agreement

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

FRANKLIN PAINT CO
259 COTTAGE ST
FRANKLIN, MA 02038

United States

MPA-349 - PAINT AND PAINT SUPPLIES

Award Number
3422319

Effective Period:
01-APR-15 - 31-MAR-18

SHIP TO			INVOICE
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	**Date:** 28-MAY-15 **Buyer:** J Cowell Jr **Shipping:** Paid **Terms:** NET 30 **Vendor #** 11764	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		7549425	

Line	Item	Item Description	Unit	Unit Price
		MPA-349 - PAINT AND PAINT SUPPLIES BLANKET REQUIREMENTS: 4/1/15 - 3/31/18 WITH TWO (2) ONE (1) YEAR RENEWAL OPTION AT THE SOLE DISCRETION OF THE STATE SUPPLIER CONTACT: NORMA RESLEY 508-528-0303 508-528-8152 FAX * PRICE INCLUDES DELIVERY WITH 100+ GALLON ORDERS (20 PAILS) * PRICE VALID FOR PICK UP/ANY QUANTITY .		
1		MPA-349 - 4/1/15 - 3/31/18 - ACRYLIC ENAMEL, SEMI-GLOSS - NO BID/AWARD	Gallon	.0001
2		MPA-349 - 4/1/15 - 3/31/18 - TRAFFIC PAINT, FAST DRY - BLUE (5 GALLON CONTAINERS) - 2024-5 ($64.00 /5 GALLON PAIL) *	Gallon	12.8
3		MPA-364 - 4/1/15 - 3/31/18 - TRAFFIC PAINT, FAST DRY - WHITE (5 GALLON CONTAINERS) - 2014-5 $70.50/5 GALLON PAIL *	Gallon	14.1
4		MPA-349 - 4/1/15 - 3/31/18 - TRAFFIC PAINT, FAST DRY - YELLOW (5 GALLON CONTAINERS) - 2015-5 $68.00 /5 GALLON PAIL *	Gallon	13.6
5		MPA-349 - 4/1/15 - 3/31/18 - LATEX, FLOOR N DECK - NO BID/AWARD	Gallon	.0001
6		MPA-349 - 4/1/15 - 3/31/18 - LATEX, BASE - NO BID/AWARD	Gallon	.0001
7		MPA-349 - 4/1/15 - 3/31/18 - LATEX, FLAT WALL - NO BID/AWARD	Gallon	.0001
8		MPA-349 - 4/1/15 - 3/31/18 - LATEX, PRIMER - NO BID/AWARD	Gallon	.0001
9		MPA-349 - 4/1/15 - 3/31/18 - LATEX, SEMIGLOSS ENAMEL - NO BID/AWARD	Gallon	.0001

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

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Line	Item	Item Description	Unit	Unit Price
10		MPA-349 - 4/1/15 - 3/31/18 - DUNES TAN - NO BID/AWARD	Gallon	.0001
11		MPA-349 - 4/1/15 - 3/31/18 - ACRYLIC GLOSS, DTM - NO BID/AWARD	Gallon	.0001
12		MPA-349 - 4/1/15 - 3/31/18 - ACRYLIC GLOSS, DTM ACCENT - NO BID/AWARD	Gallon	.0001
13		MPA-349 - 4/1/15 - 3/31/18 - ACRYLIC GLOSS, DTM DEEP BASE - NO BID/AWARD	Gallon	.0001
14		MPA-349 - 4/1/15 - 3/31/18 - PROMAR 200 EGGSHELL - NO BID/AWARD	Gallon	.0001
15		MPA-349 - 4/1/15 - 3/31/18 - LAQUER THINNER - NO BID/AWARD	Gallon	.0001
16		MPA-349 - 4/1/15 - 3/31/18 - PAINT THINNER - NO BID/AWARD	Gallon	.0001
17		MPA-349 - 4/1/15 - 3/31/18 - JOINT COMPOUND - NO BID/AWARD	Gallon	.0001
18		MPA-349 - 4/1/15 - 3/31/18 - KNIT FABRIC ROLLER PRO 1/2" - NO BID/AWARD	Each	.0001
19		MPA-349 - 4/1/15 - 3/31/18 - KNIT FABRIC ROLLER PRO 3/4" - NO BID/AWARD	Each	.0001
20		MPA-349 - 4/1/15 - 3/31/18 - HIGHWAY STRIPING PAINT, WHITE 2014-5 $70.50 /5 GALLON PAIL *	Each	14.1
21		MPA-349 - 4/1/15 - 3/31/18 - HIGHWAY STRIPING PAINT, YELLOW 2015-5 $68.00 /5 GALLON PAIL *	Each	13.6
22		MPA-349 - 4/1/15 - 3/31/18 - FIELD MARKING PAINT, BRIGHT WHITE - PREMIX - 2205-5 $36.75.00 /5 GALLON PAIL *	Gallon	7.35
23		MPA-349 - 4/1/15 - 3/31/18 - FIELD MARKING PAINT, COLORED - PREMIX 2207-5 (BLUE) $41.50 /5 GALLON PAIL *	Gallon	8.3
24		MPA-349 - 4/1/15 - 3/31/18 - FIELD MARKING PAINT, BRIGHT WHITE - PREMIX - NO BID/AWARD	Can	.0001

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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

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.

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.

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.

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.

MPA # 349
PAINT AND PAINT SUPPLIES
RFQ # 7549425

Schedule A - Discounts, Rebates & Incentives

Payment Terms Discount

Payment Terms	Discount %
Invoices Paid in 20 Days	Ø
Invoices Paid in 15 Days	Ø
Invoices Paid in 10 Days	Ø

Ordering

Electronic Ordering	Discount %
Additional Discount Percentage for Electronic Ordering	Ø

Volume Rebate

Annual Spending	Discount %
> $250,000.	Ø
> $350,000.	Ø
> $500,000.	Ø
> $750,000.	Ø
>$1,000,000.	Ø

Schedule B: Paint & Paint Supplies - Non-Core List

Latest Catalog(s) Name & Number COVERING ALL PAINT & PAINT SUPPLIES	Percent Discount off List Price
	N/A

HAZARDOUS MATERIAL SAFETY DATA SHEET IS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AFTER THEIR RECEIPT OF THE PURCHASE ORDER AND BEFORE OR WITH THE FIRST DELIVERY. THIS SHEET WILL BE KEPT ON FILE AS A REFERENCE FOR FUTURE DELIVERIES MADE UNDER THIS CONTRACT. THIS SHEET IS MANDATED BY RI STATE LAW CHAPTER 28-21 HAZARDOUS SUBSTANCE RIGHT-TO-KNOW ACT. FAILURE TO COMPLY WITH THIS REQUEST WILL RESULT IN LOSS OF CONTRACT.

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