



# RI Purchase Agreement Amendment Report

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

TRAFFIC MARKINGS INC  
 4 MASTER DR  
 FRANKLIN, MA 02038  
 United States

Amendment Date: 19-MAY-15  
 Original Award Date: 20-MAR-12  
 Buyer: L Hill  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 1082

<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>3270972</b> Effective Period <b>22-MAR-12 - 31-OCT-15</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	STATEWIDE PAVEMENT MARKING INSTALLATION & REMOVAL - MPA #451			

Description			Bid Number	Change Order Req#	
STATEWIDE PAVEMENT MARKING INSTALLATION & REMOVAL - MPA #451					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3270972 DATED 3/20/12  CHANGE EFFECTIVE PERIOD: FROM: 3/22/12 - 4/30/15 TO: 3/22/12 - 10/31/15			

<b>STATE PURCHASING AGENT</b>
Nancy R. McIntyre



# Notice of Blanket Purchase Agreement

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United States

STATEWIDE PAVEMENT MARKING  
INSTALLATION & REMOVAL - DOT

**Award Number**  
3242049

**Effective Period:**  
01-AUG-11 - 30-APR-13

<b>S H I P P I N G</b>	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 109 SMITH ST PROVIDENCE, RI 02903 United States	<b>Date:</b> 03-AUG-11 <b>Buyer:</b> R Gill <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 1082	<b>I N V O I C E</b>	DOT ACCOUNTS PAYABLE TWO CAPITOL HILL, RM 243 SMITH ST PROVIDENCE, RI 02903 United States

Department		Type of Requisition	Bid Number	Requisition Number
			7448319,7	
Line	Item	Item Description	Unit	Unit Price

		<p>AGENCY CONTACT: LISA HILL 401-222-2495</p> <p>SUPPLIER CONTACT: G. LANZETTA</p> <p>IN ACCORDANCE WITH PUBLIC BID 7448319 DATED 2/23/2011</p> <p>WORK ORDER PACKAGE REQUEST FOR BIDS (WOP-RFP) WILL BE ISSUED BY RIDOT FOR PROJECTS.</p> <p>ON INDIVIDUAL WOP-RFPS WILL NOT BE AWARDED IN AMOUNTS LARGER THAN \$100,000.00.</p> <p>ON INDIVIDUAL WOP-RFPS, BIDDERS MUST MEET THE REQUIREMENTS SET FORTH IN ATTACHMENT "A" OF THE STATE OF RHODE ISLAND GENERAL CONDITIONS. WEBSITE AS FOLLOWS:</p> <p><a href="http://www.purchasing.ri.gov/rivip/publicdocuments/atta.pdf">HTTP://WWW.PURCHASING.RI.GOV/RIVIP/PUBLICDOCUMENTS/ATTA.PDF</a></p> <p>THE DEPARTMENT OF TRANSPORTATION MUST OBTAIN THREE COMPETITIVE BIDS FOR EACH INDIVIDUAL PROJECT. THE DOT CONTRACT ADMINISTRATION OFFICE WILL BE RESPONSIBLE FOR ADHERING TO ALL STATE PURCHASING RULES, REGULATIONS, INCLUDING BUT NOT LIMITED TO:</p> <p>1. SECURING SURETY, PERFORMANCE, LABOR, AND PAYMENT BONDS, WHERE REQUIRED.</p>		
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<b>STATE PURCHASING AGENT</b>
Lorraine A. Hynes



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Line	Item	Item Description	Unit	Unit Price

		2. OBTAINING ALL INSURANCE MBE AND EEO COMPLIANCE CERTIFICATES.		
		3. MAINTAINING SUCH ON FILE.		
1		APA-10306 - 8/1/11 - 4/30/13 - FLAGPERSONS	Hour	38.85
2		APA-10306 - 8/1/11 - 4/30/13 - FLAGPERSON - OVERTIME	Each	48.65
3		APA-10306 - 8/1/11 - 4/30/13 - TEMPORARY CONSTRUCTION SIGNS STANDARD 29.1.0 AND 27.1.1	Square Foot	1
4		APA-10306 - 8/1/11 - 4/30/13 - FLUORESCENT TRAFFIC CONES STANDARD 26.1.0	Each	1
5		APA-10306 - 8/1/11 - 4/30/13 - PORTABLE CHANGEABLE MESSAGE SIGN	Day	1
6		APA-10306 - 8/1/11 - 4/30/13 - TRAFFIC CONTROL TRUCK WITH TRUCK MOUNTED ATTENUATOR AND CHANGEABLE MESSAGE SIGN	Day	1
7		APA-10306 - 8/1/11 - 4/30/13 - CLEANING AND SWEEPING PAVEMENT FOR STRIPING OPERATIONS	Day	1
8		APA-10306 - 8/1/11 - 4/30/13 - 4 INCH WHITE FAST - DRYING WATERBORNE PAVEMENT MARKING PAINT	Linear Foot	.25
9		APA-10306 - 8/1/11 - 4/30/13 - 6 INCH WHITE FAST - DRYING WATERBORNE PAVEMENT MARKING PAINT	Linear Foot	.25
10		APA-10306 - 8/1/11 - 4/30/13 - 8 INCH WHITE FAST - DRYING WATERBORNE PAVEMENT MARKING PAINT	Linear Foot	1
11		APA-10306 - 8/1/11 - 4/30/13 - 12 INCH WHITE FAST - DRYING WATERBORNE PAVEMENT MARKING PAINT	Linear Foot	1
12		APA-10306 - 8/1/11 - 4/30/13 - 24 INCH WHITE FAST - DRYING WATERBORNE PAVEMENT MARKING PAINT	Linear Foot	2.5
13		APA-10306 - 8/1/11 - 4/30/13 - 4 INCH YELLOW FAST - DRYING WATERBORNE PAVEMENT MARKING PAINT	Linear Foot	.2

**STATE PURCHASING AGENT**

*Lorraine A. Hynes*

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			7448319,7	
Line	Item	Item Description	Unit	Unit Price

14		APA-10306 - 8/1/11 - 4/30/13 - 6 INCH YELLOW FAST - DRYING WATERBORNE PAVEMENT MARKING PAINT	Linear Foot	.25
15		APA-10306 - 8/1/11 - 4/30/13 - 8 INCH YELLOW FAST - DRYING WATERBORNE PAVEMENT MARKING PAINT	Linear Foot	1
16		APA-10306 - 8/1/11 - 4/30/13 - FAST DRYING WATERBORNE PAVEMENT ARROW - STRAIGHT, LEFT, RIGHT OR COMBINED STANDARD 20.1.0	Each	60
17		APA-10306 - 8/1/11 - 4/30/13 - FAST DRYING WATERBORNE PAVEMENT MARKING WORD "ONLY" STANDARD 20.1.0	Each	85
18		APA-10306 - 8/1/11 - 4/30/13 - 4 INCH EPOXY RESIN PAVEMENT MARKINGS WHITE	Linear Foot	.27
19		APA-10306 - 8/1/11 - 4/30/13 - 6 INCH EPOXY RESIN PAVEMENT MARKINGS WHITE	Linear Foot	.3
20		APA-10306 - 8/1/11 - 4/30/13 - 8 INCH EPOXY RESIN PAVEMENT MARKINGS WHITE	Linear Foot	1.5
21		APA-10306 - 8/1/11 - 4/30/13 - 12 INCH EPOXY RESIN PAVEMENT MARKINGS WHITE	Linear Foot	3
22		APA-10306 - 8/1/11 - 4/30/13 - 4 INCH EPOXY RESIN PAVEMENT MARKINGS YELLOW	Linear Foot	.27
23		APA-10306 - 8/1/11 - 4/30/13 - 6 INCH EPOXY RESIN PAVEMENT MARKINGS YELLOW	Linear Foot	.3
24		APA-10306 - 8/1/11 - 4/30/13 - 8 INCH EPOXY RESIN PAVEMENT MARKINGS YELLOW	Linear Foot	1.5
25		APA-10306 - 8/1/11 - 4/30/13 - EPOXY RESIN PAVEMENT ARROW - STRAIGHT, LEFT RIGHT, OR COMBINED STANDARD 20.1.0	Each	150
26		APA-10306 - 8/1/11 - 4/30/13 - EPOXY RESIN PAVEMENT MARKING WORD "ONLY" STANDARD 20.1.0	Each	200

**STATE PURCHASING AGENT**

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27		APA-10306 - 8/1/11 - 4/30/13 - 12 INCH YELLOW FAST DRYING WATERBORNE PAVEMENT MARKING PAINT	Linear Foot	1
28		APA-10306 - 8/1/11 - 4/30/13 - 24 INCH YELLOW FAST DRYING WATERBORNE PAVEMENT MARKING PAINT	Linear Foot	2
29		APA-10306 - 8/1/11 - 4/30/13 - FAST DRYING WATERBORNE PAVEMENT MARKING - YIELD LINE	Each	20
30		APA-10306 - 8/1/11 - 4/30/13 - 24 INCH EPOXY RESIN PAYMENT MARKING WHITE	Linear Foot	5
31		APA-10306 - 8/1/11 - 4/30/13 - 12 INCH EPOXY RESIN PAYMENT MARKING YELLOW	Linear Foot	3
32		APA-10306 - 8/1/11 - 4/30/13 - 24 INCH EPOXY RESIN PAYMENT MARKING YELLOW	Linear Foot	5
33		APA-10306 - 8/1/11 - 4/30/13 - EPOXY RESIN PAVEMENT MARKING - YIELD LINE	Each	40
34		APA-10306 - 8/1/11 - 4/30/13 - REMOVE 4 INCH PAVEMENT MARKINGS	Linear Foot	.25
35		APA-10306 - 8/1/11 - 4/30/13 - REMOVE 6 INCH PAVEMENT MARKINGS	Linear Foot	.3
36		APA-10306 - 8/1/11 - 4/30/13 - REMOVE 8 INCH PAVEMENT MARKINGS	Linear Foot	.8
37		APA-10306 - 8/1/11 - 4/30/13 - REMOVE 12 INCH PAVEMENT MARKINGS	Linear Foot	1
38		APA-10306 - 8/1/11 - 4/30/13 - REMOVE 24 INCH PAVEMENT MARKINGS	Linear Foot	2
39		APA-10306 - 8/1/11 - 4/30/13 - REMOVE PAVEMENT MARKING YIELD LINE	Each	20
40		APA-10306 - 8/1/11 - 4/30/13 - REMOVE PAVEMENT MARKING ARROW - STRAIGHT, LEFT, RIGHT, OR COMBINED STANDARD 20.1.0	Each	35
41		APA-10306 - 8/1/11 - 4/30/13 - REMOVE PAVEMENT MARKING WORD "ONLY" STANDARD 20.1.0	Each	50
42		APA-10306 - 8/1/11 - 4/30/13 - EPOXY RESIN PAVEMENT MARKING - LANE-REDUCTION ARROW	Each	125

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Line	Item	Item Description	Unit	Unit Price

43		APA-10306 - 8/1/11 - 4/30/13 - REMOVE PAVEMENT MARKING LANE - REDUCTION ARROW	Each	60
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<b>STATE PURCHASING AGENT</b>
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.

# 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 "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.

#### **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.

### **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.