



Notice of Blanket Purchase Agreement

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

V E N D O R	9639 WICKFORD APPLIANCE INC 207 NEWPORT AVE PAWTUCKET, RI 02861 United States
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AIR CONDITIONERS/WINDOW UNITS (MPA #46)	
Award Number 3028490	Effective Period: 15-MAR-07 - 29-FEB-08

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Date: 20-APR-07
Buyer: J Ohara 2nd
Shipping: Paid
Terms: NET 30

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Department		Type of Requisition	Bid Number	Requisition Number
			7003311,1	
Line	Item	Item Description	Unit	Unit Price

		BLANKET REQUIREMENTS: 3/15/2007 - 2/29/2008 MPA #46 ALL MODELS MUST BE FURNISHED WITH INSTALLATION KIT AND 6 FT. CORD. LIMITED WARRANTY OF FIVE (5) YEARS ON ALL SEALED UNITS AND ONE (1) YEAR ON ALL PARTS. ALL UNITS MUST BE UL LISTED. DELIVERY DAYS AFTER RECEIPT OF ORDER: WITHIN 3-5 DAYS. VENDOR TELEPHONE: 401-726-4240 VENDOR FAX: 401-725-8300		
1		MPA-46 - 3/15/07 - 2/29/08 - 6,000 BTU 5.6 A EER 10.7 TO FIT WINDOWS 23" TO 36" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE #FAA065P7A	Each	119
2		MPA-46 - 3/15/07 - 2/29/08 - 8,000 BTU 115V 7.5A EER 10.8 TO FIT WINDOWS 23" TO 36" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE FAA086P7A	Each	169
3		MPA-46 - 3/15/07 - 2/29/08 - 10,000 BTU 115V 9.0A EER 10.8 TO FIT WINDOWS 23" TO 36" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE FAC106P1A	Each	199
4		MPA-46 - 3/15/07 - 2/29/08 - 14,000 BTU 115V 12/0A EER 10.8 TO FIT WINDOWS. 27" TO 39" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. GE ASM14AK	Each	319
5		MPA-46 - 3/15/07 - 2/29/08 - 12,000 BTU 11.0A EER 10.8 TO FIT WINDOWS 23" TO 36" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE FAC126P1A	Each	239

STATE PURCHASING AGENT



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Department		Type of Requisition	Bid Number	Requisition Number
			7003311,1	
Line	Item	Item Description		Unit Price

6		MPA-46 - 3/15/07 - 2/29/08 - 18,500/18,200 BTU 230/208V, 8.5/9.0A EER 10.7 TO FIT WINDOWS 32" TO 43" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE #FAS186N2A	Each	279
7		MPA-46 - 3/15/07 - 2/29/08 - 22,000/21,600 BTU 230/208V, 11.5/12.5 5A EER 9.4 TO FIT WINDOWS 32" TO 43" WIDE, EXPANDABLE SIDE PANELS. AUTO FAN SWITCH AND BUILT-IN THERMOSTAT. FRIGIDAIRE #FAS226N2A	Each	299
8		THE FOLLOWING ARE THRU-THE-WALL AIR CONDITIONER UNITS: MPA-46 - 3/15/07 - 2/29/08 - 6,000 BTU 115V EER 10.0 VARIABLE FAN SPEED GE AJCQ06LCB	Each	329
9		MPA-46 - 3/15/07 - 2/29/08 - WALL SLEEVE FOR ABOVE UNIT RAB46	Each	49
10		MPA-46 - 3/15/07 - 2/29/08 - 8,000 BTU 115V 9.5 EER VARIABLE FAN SPEED GE AJCQ08ACB	Each	299
11		MPA-46 - 3/15/07 - 2/29/08 - WALL SLEEVE FOR ABOVE UNIT RAB46	Each	49
12		MPA-46 - 3/15/07 - 2/29/08 - 9,900 BTU 115V 9.5 EER VARIABLE FAN SPEED GE AJCQ10ACC	Each	389
13		MPA-46 - 3/15/07 - 2/29/08 - WALL SLEEVE FOR ABOVE UNIT RAB46	Each	49
14		MPA-46 - 3/15/07 - 2/29/08 - 9,900/9,700 BTU 230/208V 9.5/9.5 EER VARIABLE FAN SPEED GE AJCQ10DCB	Each	389
15		MPA-46 - 3/15/07 - 2/29/08 - WALL SLEEVE FOR ABOVE UNIT RAB46	Each	49
16		MPA-46 - 3/15/07 - 2/29/08 - 11,600/11,400 BTU 230/208V 9.5/9.5 EER VARIABLE FAN SPEED GE AJCQ12DCC	Each	409
17		MPA-46 - 3/15/07 - 2/29/08 - WALL SLEEVE FOR ABOVE UNIT RAB46	Each	49

STATE PURCHASING AGENT

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

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.

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.

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.

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).