

# Purchase Agreement Amendment



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

<b>V E N D O R</b>	2869 ACEVEDO CONSTRUCTION & DEVELOPMENT INC	Amendment Date: 21-MAY-07 Original Award Date: 12-APR-07 Buyer: J Ohara 2nd Phone #: FOB: Destination Terms: NET 30	Change Order Number 1 Award Number <b>3027738</b> Effective Period 15-MAR-07 - 29-FEB-08
	677 CRANSTON ST PROVIDENCE, RI 02907 United States		

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

AIR CONDITIONER INSTALLATION - WINDOW (MPA #50)

Description			Bid Number		Change Order Req#
AIR CONDITIONER INSTALLATION - WINDOW (MPA #50)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3027738 LINE ITEM 3 WAS ADDED TO PURCHASE ORDER.			
3	031.05	MPA-50 - 3/15/2007 - 2/29/2008 - MATERIALS: CONTRACTOR'S ACTUAL COST PLUS MARKUP 18%		Each	1.00

<b>STATE PURCHASING AGENT</b>



# Notice of Blanket Purchase Agreement

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 CAPITOL HILL  
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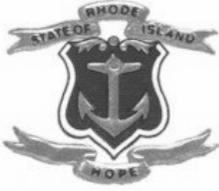
<b>Date:</b> 12-APR-07
<b>Buyer:</b> J Ohara 2nd
<b>Shipping:</b> Paid
<b>Terms:</b> NET 30

<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Department		Type of Requisition	Bid Number	Requisition Number
			7003303,1	
Line	Item	Item Description		Unit Price

		BLANKET REQUIREMENTS: 3/15/07 - 2/29/08  MASTER PRICE AGREEMENT #50  **PLEASE BE ADVISED THE PREVAILING WAGE RATE REQUIREMENT ONLY APPLIES TO ITEM #2.**  PROVIDE INSTALLATION AND SERVICES FOR THE INSTALLATION OF WINDOW-TYPE AIR CONDITIONING UNITS (6,000 TO 22,000 BTU SIZE) AT VARIOUS STATE LOCATIONS, AS REQUIRED, THROUGHOUT THE AGREEMENT PERIOD.  INSTALLATION WILL BE REQUIRED WITHIN TWO (2) BUSINESS DAYS.  AIR CONDITIONING UNITS WILL BE PROVIDED BY THE STATE AGENCY  VENDOR TELEPHONE: 401-331-1612 VENDOR FAX: 401-228-6332		
1		MPA-50 - 3/15/2007 - 2/29/08 - INSTALLATION CHARGE (REGARDLESS OF NUMBER OF MEN) FOR NORMAL INSTALLATIONS OF REPLACEMENT OR NEW UNITS. A NORMAL INSTALLATION CONSISTS OF REMOVING THE UNIT FROM THE CARTON AND MAKING MINOR ADJUSTMENTS TO COMPLETE THE INSTALLATION INTO THE WINDOW (VENDOR MUST CHARGE FLATE RATE ONLY) NO ADDITIONAL HOURLY RATE CHARGES.	Each	260
2		MPA-50 - 3/15/2007 - 2/29/2008 - RATE PER HOUR FOR INSTALLATIONS	Hour	65

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<b>Date:</b> 12-APR-07	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
<b>Buyer:</b> J Ohara 2nd		
<b>Shipping:</b> Paid		
<b>Terms:</b> NET 30		

Department		Type of Requisition	Bid Number	Requisition Number
			7003303,1	
Line	Item	Item Description		Unit Price

		REQUIRING POWER LINK OR FOR UNFORESEEN PROBLEMS DELAYING A NORMAL INSTALLATION. ANY WORK EXCEEDING \$250.00 MUST HAVE PRIOR WRITTEN APPROVAL FROM THE AGENCY. RATE/HR. PER MAN MATERIALS: CONTRACTOR'S ACTUAL COST PLUS MARKUP 18%  NO MILEAGE ALLOWANCES  COST WILL BE SHOWN AS A SEPARATE LINE ITEM ON THE INVOICE. VENDOR WILL SHOW HIS COST PLUS THE PERCENTAGE MARK UP. ANY INSTALLATION REQUIRING ADDITIONAL FABRICATION, PARTS, OR HARDWARE MUST BE SHOWN AS A SEPARATE CHARGE ON VENDOR'S INVOICE.		
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<b>STATE PURCHASING AGENT</b>

# 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.

#### **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.

#### **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.

#### **WAGE REQUIREMENTS - ADDITIONAL**

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

#### **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).