



RI Purchase Agreement Amendment Report

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

EH TURF SUPPLY INC
 DBA ALLENS SEED
 693 S COUNTY TRL
 EXETER, RI 02822
 United States

Amendment Date: 31-MAR-15
 Original Award Date: 07-MAY-14
 Buyer: J Ohara 2nd
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 28537

| | | | | |
|--|---|--|--|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States | Change Order Number 2 Award Number 3376137 Effective Period 01-MAY-14 - 30-APR-16 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
| | | | | |

MPA-226 SMALL ENGINE EQUIPMENT REPAIRS

| Description | | | Bid Number | Change Order Req# | |
|--|--------|--|------------|-------------------|------------|
| Line # | Code | Class-Item | Quantity | Unit | Unit Price |
| MPA-226 SMALL ENGINE EQUIPMENT REPAIRS | | | | | |
| | | CHANGE TO PO #3376137 DATED 5/7/14 CHANGE EFFECTIVE PERIOD: FROM: 5/1/14 - 4/30/15 TO: 5/1/14 - 4/30/16 EXTENDING THE CURRENT CONTRACT AS ALLOWED FOR IN BID #7548549. LINES ADDED TO REFLECT THE DATE CHANGE. | | | |
| 1 | 929.60 | MPA-226 5/1/14-4/30/15 SMALL ENGINE EQUIPMENT REPAIRS Shop Service and Diagnostic Fee, straight time labor rate. Rate per hour. | | Hour | 25 |
| 1.1 | 929.60 | MPA-226 5/1/14-4/30/16 SMALL ENGINE EQUIPMENT REPAIRS Shop Service and Diagnostic Fee, straight time labor rate. Rate per hour. | | Hour | 25 |
| 2 | 929.60 | MPA-226 5/1/14-4/30/15 Shop Service Overtime labor rate. | | Hour | 60 |
| 2.1 | 929.60 | MPA-226 5/1/14-4/30/16 Shop Service Overtime labor rate. | | Hour | 60 |
| 3 | 929.60 | MPA-226 5/1/14-4/30/15 Road Service Rates-Straight Time on site. | | Hour | 71 |
| 3.1 | 929.60 | MPA-226 5/1/14-4/30/16 Road Service Rates-Straight Time on site. | | Hour | 71 |
| 4 | 929.60 | MPA-226 5/1/14-4/30/15 Road Service Overtime Rate on site. | | Hour | 71 |

STATE PURCHASING AGENT

 Nancy R. McIntyre



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MPA-226 SMALL ENGINE EQUIPMENT REPAIRS

| Description | | | Bid Number | Change Order Req# | |
|---|--------|--|------------|-------------------|----|
| MPA-226 SMALL ENGINE EQUIPMENT REPAIRS | | | | | |
| 4.1 | 929.60 | MPA-226 5/1/14-4/30/16 Road Service Overtime Rate on site. | | Hour | 71 |
| 5.1 | 929.60 | MPA-226 5/1/14-4/30/15 Parts Pricing: PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE Parts Discount: Echo and Stihl-5%, all other manufacturers-0% | | Total | 1 |
| 5.2 | 929.60 | MPA-226 5/1/14-4/30/16 Parts Pricing: PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE Parts Discount: Echo and Stihl-5%, all other manufacturers-0% | | Total | 1 |

STATE PURCHASING AGENT

Nancy R. McIntyre



Notice of Blanket Purchase Agreement

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

EH TURF SUPPLY INC
 DBA ALLENS SEED
 693 S COUNTY TRL
 EXETER, RI 02822
 United States

| | |
|--|---|
| MPA-226 SMALL ENGINE EQUIPMENT REPAIRS | |
| Award Number 3376137 | Effective Period: 01-MAY-14 - 30-APR-15 |

| | | | | |
|--|--|---|--|--|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States | Date: 07-MAY-14 Buyer: J Ohara 2nd Shipping: Paid Terms: NET 30 Vendor # 28537 | 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 |
|------------|------|---------------------|------------|--------------------|
| | | | N/A | |
| Line | Item | Item Description | Unit | Unit Price |

| | | | | |
|---|--|---|-------|----|
| | | Note: Only new OEM Parts or fully compatible equivalents accepted. REBUILT parts NOT acceptable. MPA-226 BLANKET REQUIREMENTS: 5/1/14-4/30/15 WITH A ONE (1) YEAR OPTION TO RENEW AT STATE'S SOLE DISCRETION. SUPPLIER CONTACT PERSON: DIANE BAMPTON ALLEN TELEPHONE NO. (401) 294-2722 | | |
| 1 | | MPA-226 5/1/14-4/30/15 SMALL ENGINE EQUIPMENT REPAIRS Shop Service and Diagnostic Fee, straight time labor rate. Rate per hour. | Hour | 25 |
| 2 | | MPA-226 5/1/14-4/30/15 Shop Service Overtime labor rate. | Hour | 60 |
| 3 | | MPA-226 5/1/14-4/30/15 Road Service Rates-Straight Time on site. | Hour | 71 |
| 4 | | MPA-226 5/1/14-4/30/15 Road Service Overtime Rate on site. | Hour | 71 |
| 5 | | MPA-226 5/1/14-4/30/15 Parts Pricing: PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE Parts Discount: Echo and Stihl-5%, all other manufacturer's-0% | Total | 1 |

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| STATE PURCHASING AGENT |
|  Lorraine A. Hynes |

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.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

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.

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.

CHARGES PERMITTED

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.