

## Notice of Blanket Purchase Agreement



**State Of Rhode Island and Providence Plantations**  
**Department of Administration**  
**Division of Purchases**  
**One Capitol Hill**  
**Providence, RI 02908-5860**

<b>V E N D O R</b>	<b>NORTH-EASTERN TREE SERVICE INC</b> <b>1000 PONTIAC AVE</b> <b>CRANSTON, RI 02920</b> <b>United States</b>
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<b>MPA-372 - TREE AND SHRUB REMOVAL</b>	
Award Number	<b>3396339</b>
Revision Number	<b>4</b>
Effective Period	<b>01-OCT-2014 - 31-DEC-2016</b>
Approved PO Date	<b>26-SEP-2016</b>
Vendor Number	<b>1246-iSupplier</b>

<b>S H I P  T O</b>	<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> <b>United States</b>
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Type of Requisition	<b>*OTHER</b>
Requisition Number	<b>1394506</b>
Change Order Requisition Number	
Solicitation Number	<b>7548904</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>Hill, Lisa</b>
Requester Name	<b>San Antonio, Kimberly A</b>
Work Telephone	<b>401-667-6216</b>

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

CHANGE TO PO #3396339 DATED 9/27/14

CHANGE EFFECTIVE PERIOD  
 FROM: 10/1/14 - 9/30/16  
 TO: 10/1/14 - 12/31/16

DATE EXTENSION NECESSARY TO CONDUCT NEW BID SOLICITATION

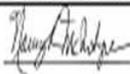
Line	Description	Unit	Unit Price (USD)
<b>1</b>	<b>MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK</b>	<b>Hour</b>	<b>210</b>

### INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

**STATE PURCHASING AGENT**

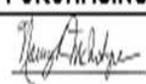
  
 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	<b>AND 1 CHIPPER, (REGULAR BUSINESS HOURS)</b>		
1.1	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER, (REGULAR BUSINESS HOURS)	Hour	210
2	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER, OVERTIME	Hour	210
2.1	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER, OVERTIME	Hour	210
3	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A TREE CLIMBER, REGULAR TIME	Hour	60
3.1	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A TREE CLIMBER, REGULAR TIME	Hour	60
4	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A TREE CLIMBER, OVERTIME RATE	Hour	70
4.1	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A TREE CLIMBER, OVERTIME RATE	Hour	70
5	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A SELF-LOADING LOG TRUCK WITH OPERATOR, REGULAR TIME	Hour	90
5.1	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A SELF-LOADING LOG TRUCK WITH OPERATOR, REGULAR TIME	Hour	90
6	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A SELF LOADING LOG TRUCK WITH OPERATOR, OVERTIME	Hour	90
6.1	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A SELF LOADING LOG TRUCK WITH OPERATOR, OVERTIME	Hour	90
7	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 6" TO 12" STUMP	Each	40
7.1	MPA-372 - FY17 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 6" TO 12" STUMP	Each	40
8	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 12" TO 24" STUMP	Each	80
8.1	MPA-372 - FY17 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 12" TO 24" STUMP	Each	80
9	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 24" TO 36" STUMP	Each	160
9.1	MPA-372 - FY17 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 24" TO 36" STUMP	Each	160
10	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 36" AND OVER STUMP	Each	240
10.1	MPA-372 - FY17 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 36" AND OVER STUMP	Each	240
11	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR	Hour	42

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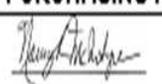
**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	<b>FLAGGER, REGULAR TIME</b>		
11.1	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR FLAGGER, REGULAR TIME	Hour	42
12	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR FLAGGER, OVERTIME	Hour	52
12.1	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR FLAGGER, OVERTIME	Hour	52
13	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR SPRAY RIG, REGULAR TIME	Hour	50
13.1	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR SPRAY RIG, REGULAR TIME	Hour	50
14	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR, SUITABLE FOR TREE WORK - MINIMUM 25 TON CAPACITY WITH 100' BOOM (MAY BE SUBCONTRACTED)	Hour	60
14.1	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR, SUITABLE FOR TREE WORK - MINIMUM 25 TON CAPACITY WITH 100' BOOM (MAY BE SUBCONTRACTED)	Hour	60
15	MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH LOG AND BRUSH LOADING MACHINERY WITH OPERATOR. DUMP TRUCK MUST HAVE MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS	Hour	70
OTHER ASSOCIATED MATERIALS AT COST PLUS --15% INCLUDING, BUT NOT LIMITED TO SHRUBS, MULCH, BUSHES, TREES.			
15.1	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH LOG AND BRUSH LOADING MACHINERY WITH OPERATOR. DUMP TRUCK MUST HAVE MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS	Hour	70
16	MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER	Hour	225
16.1	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER	Hour	225
17	MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR CREW CONSISTING OF OF 2 MEN AND 1 BUCKET	Hour	160
17.1	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR CREW CONSISTING OF OF 2 MEN AND 1 BUCKET	Hour	160
18	MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR TREE CLIMBER	Hour	80
18.1	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR TREE CLIMBER	Hour	80

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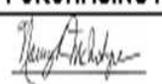
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Line	Description	Unit	Unit Price (USD)
19	MPA-372 - 10/1/15-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR	Hour	90
19.1	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR	Hour	90
20	MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR FLAGGER	Hour	50
20.1	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR FLAGGER	Hour	50
21	MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR; SUITABLE FOR TREE WORK. MINIMUM 25 TON CAPACITY WITH 100 FEET OF BOOM (MAY BE SUBCONTRACTED)	Hour	75
21.1	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR; SUITABLE FOR TREE WORK. MINIMUM 25 TON CAPACITY WITH 100 FEET OF BOOM (MAY BE SUBCONTRACTED)	Hour	75
22	MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH OPERATOR, WITH LOG BRUSH LOADING MACHINERY (WITH OPERATOR). DUMP TRUCK MUST HAVE A MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS	Hour	90
OTHER ASSOCIATED MATERIALS AT COST PLUS --15% INCLUDING, BUT NOT LIMITED TO, SHRUBS, MULCH, BUSHES, TREES.			
22.1	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH OPERATOR, WITH LOG BRUSH LOADING MACHINERY (WITH OPERATOR). DUMP TRUCK MUST HAVE A MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS	Hour	90
23	MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER	Hour	360
23.1	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER	Hour	360
24	MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR CREW CONSISTING OF 2 MEN, AND 1 BUCKET	Hour	320
24.1	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR CREW CONSISTING OF 2 MEN, AND 1 BUCKET	Hour	320
25	MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR TREE CLIMBER	Hour	100
25.1	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR TREE CLIMBER	Hour	100
26	MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR	Hour	60

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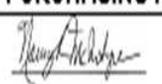
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Line	Description	Unit	Unit Price (USD)
	<b>FLAGGER</b>		
26.1	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR FLAGGER	Hour	60
27	MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR	Hour	200
27.1	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR	Hour	200
28	MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR, SUITABLE FOR TREE WORK-MINIMUM 25 TON CAPACITY WITH 100 FEET OF BOOM (CRANE WORK MAY BE SUBCONTRACTED)	Hour	300
28.1	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR, SUITABLE FOR TREE WORK-MINIMUM 25 TON CAPACITY WITH 100 FEET OF BOOM (CRANE WORK MAY BE SUBCONTRACTED)	Hour	300
29	MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH LOG AND BRUSH LOADING MACHE WITH OPERATOR. DUMP TRUCK MUST HAVE MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS	Hour	200
OTHER ASSOCIATED MATERIALS AT COST PLUS --15% INCLUDING BUT NOT LIMITED TO, SHRUBS, MULCH, BUSHES, TREES,			
29.1	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH LOG AND BRUSH LOADING MACHE WITH OPERATOR. DUMP TRUCK MUST HAVE MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS	Hour	200
30	MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR RETAINING A CREW IN ADVANCE OF AN ANTICIPATED EVENT, AS DESCRIBED IN THE TIER 3 SCOPE OF WORK	Hour	240
30.1	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR RETAINING A CREW IN ADVANCE OF AN ANTICIPATED EVENT, AS DESCRIBED IN THE TIER 3 SCOPE OF WORK	Hour	240
31	MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR	Hour	90
31.1	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR	Hour	90
32	MPA-372 - 10/1/14-9/30/15 MISCELLANEOUS MATERIAL PAID PER DOLLAR \$1.00 OF ALLOWABLE EXPENSES	Each	1
32.1	MPA-372 - FY17 MISCELLANEOUS MATERIAL PAID PER DOLLAR \$1.00 OF ALLOWABLE EXPENSES	Each	1

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**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre

**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.

### **WAGE REQUIREMENTS**

BIDDERS ARE 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. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.

### **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](http://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.



# RI Purchase Agreement Amendment Report

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

NORTH-EASTERN TREE SERVICE INC  
 1000 PONTIAC AVE  
 CRANSTON, RI 02920  
 United States

Amendment Date: 30-SEP-15  
 Original Award Date: 27-SEP-14  
 Buyer: L Hill  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 1246

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number <b>3396339</b> Effective Period <b>01-OCT-14 - 30-SEP-16</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

MPA-372 - TREE AND SHRUB REMOVAL

Description			Bid Number	Change Order Req#	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
MPA-372 - TREE AND SHRUB REMOVAL					
		CHANGE TO PO #3396339 DATED 9/27/14  CHANGE EFFECTIVE PERIOD FROM: 10/1/14 - 9/30/15 TO: 10/1/14 - 9/30/16  IN ACCORDANCE WITH SOLICITATION #7548904.  LINES ADDED TO REFLECT THE DATE CHANGE.			
1.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER, (REGULAR BUSINESS HOURS)		Hour	210
2.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER, OVERTIME		Hour	210
3.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A TREE CLIMBER, REGULAR TIME		Hour	60
4.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A TREE CLIMBER, OVERTIME RATE		Hour	70
5.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A SELF-LOADING LOG TRUCK WITH OPERATOR, REGULAR TIME		Hour	90
6.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR A SELF LOADING LOG TRUCK WITH OPERATOR, OVERTIME		Hour	90

**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre



# RI Purchase Agreement Amendment Report

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

NORTH-EASTERN TREE SERVICE INC  
 1000 PONTIAC AVE  
 CRANSTON, RI 02920  
 United States

Amendment Date: 30-SEP-15  
 Original Award Date: 27-SEP-14  
 Buyer: L Hill  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 1246

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number <b>3396339</b> Effective Period <b>01-OCT-14 - 30-SEP-16</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

MPA-372 - TREE AND SHRUB REMOVAL

Description			Bid Number	Change Order Req#
<b>MPA-372 - TREE AND SHRUB REMOVAL</b>				
7.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 6" TO 12" STUMP	Each	40
8.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 12" TO 24" STUMP	Each	80
9.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 24" TO 36" STUMP	Each	160
10.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 36" AND OVER STUMP	Each	240
11.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR FLAGGER, REGULAR TIME	Hour	42
12.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR FLAGGER, OVERTIME	Hour	52
13.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR SPRAY RIG, REGULAR TIME	Hour	50
14.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR, SUITABLE FOR TREE WORK - MINIMUM 25 TON CAPACITY WITH 100' BOOM (MAY BE SUBCONTRACTED)	Hour	60
15.1	988.88	MPA-372 - FY17 TIER 1 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH LOG AND BRUSH LOADING MACHINERY WITH OPERATOR. DUMP TRUCK MUST HAVE MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS	Hour	70
16.1	988.88	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER	Hour	225

**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre



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MPA-372 - TREE AND SHRUB REMOVAL

Description			Bid Number	Change Order Req#
<b>MPA-372 - TREE AND SHRUB REMOVAL</b>				
17.1	988.88	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR CREW CONSISTING OF OF 2 MEN AND 1 BUCKET	Hour	160
18.1	988.88	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR TREE CLIMBER	Hour	80
19.1	988.88	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR	Hour	90
20.1	988.88	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR FLAGGER	Hour	50
21.1	988.88	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR; SUITABLE FOR TREE WORK. MINIMUM 25 TON CAPACITY WITH 100 FEET OF BOOM (MAY BE SUBCONTRACTED)	Hour	75
22.1	988.88	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH OPERATOR, WITH LOG BRUSH LOADING MACHINERY (WITH OPERATOR). DUMP TRUCK MUST HAVE A MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS	Hour	90
23.1	988.88	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER	Hour	360
24.1	988.88	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR CREW CONSISTING OF 2 MEN, AND 1 BUCKET	Hour	320
25.1	988.88	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR TREE CLIMBER	Hour	100
26.1	988.88	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR FLAGGER	Hour	60

**STATE PURCHASING AGENT**

Nancy R. McIntyre



# RI Purchase Agreement Amendment Report

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MPA-372 - TREE AND SHRUB REMOVAL

Description			Bid Number	Change Order Req#
<b>MPA-372 - TREE AND SHRUB REMOVAL</b>				
27.1	988.88	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR		200
28.1	988.88	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR, SUITABLE FOR TREE WORK-MINIMUM 25 TON CAPACITY WITH 100 FEET OF BOOM (CRANE WORK MAY BE SUBCONTRACTED)		300
29.1	988.88	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH LOG AND BRUSH LOADING MACHE WITH OPERATOR. DUMP TRUCK MUST HAVE MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS		200
30.1	988.88	MPA-372 - FY17 TIER 3 SERVICE: HOURLY RATE FOR RETAINING A CREW IN ADVANCE OF AN ANTICIPATED EVENT, AS DESCRIBED IN THE TIER 3 SCOPE OF WORK		240
31.1	988.88	MPA-372 - FY17 TIER 2 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR		90
32.1	988.88	MPA-372 - FY17 MISCELLANEOUS MATERIAL PAID PER DOLLAR \$1.00 OF ALLOWABLE EXPENSES		1

**STATE PURCHASING AGENT**

Nancy R. McIntyre



# Notice of Blanket Purchase Agreement

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 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

NORTH-EASTERN TREE SERVICE INC  
 1000 PONTIAC AVE  
 CRANSTON, RI 02920  
 United States

MPA-372 - TREE AND SHRUB REMOVAL

**Award Number**  
3396339

**Effective Period:**  
01-OCT-14 - 30-SEP-15

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 27-SEP-14 <b>Buyer:</b> L Hill <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 1246	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			7548904	
Line	Item	Item Description	Unit	Unit Price

		BLANKET REQUIREMENTS" 10/1/14 - 9/30/15 - OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR  MPA #372 - TREE TRIMMING AND SHRUB REMOVAL  SUPPLIER CONTACT: MICHAEL SEPE 401-941-7204  IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND DOCUMENTS OF PUBLIC BID 7548904 DATED 8/26/14		
1		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER, (REGULAR BUSINESS HOURS)	Hour	210
2		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER, OVERTIME	Hour	210
3		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A TREE CLIMBER, REGULAR TIME	Hour	60
4		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A TREE CLIMBER, OVERTIME RATE	Hour	70
5		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A SELF-LOADING LOG TRUCK WITH OPERATOR, REGULAR TIME	Hour	90
6		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR A SELF LOADING LOG TRUCK WITH OPERATOR, OVERTIME	Hour	90
7		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 6" TO 12" STUMP	Each	40
8		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: PRICE FOR STUMP	Each	80

**STATE PURCHASING AGENT**

*Nancy R. McIntyre*

Nancy R. McIntyre



# Notice of Blanket Purchase Agreement

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Department		Type of Requisition	Bid Number	Requisition Number
			7548904	
Line	Item	Item Description	Unit	Unit Price

		GRINDER/HYDROSEEDING 12" TO 24" STUMP		
9		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 24" TO 36" STUMP	Each	160
10		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: PRICE FOR STUMP GRINDER/HYDROSEEDING 36" AND OVER STUMP	Each	240
11		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR FLAGGER, REGULAR TIME	Hour	42
12		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR FLAGGER, OVERTIME	Hour	52
13		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR SPRAY RIG, REGULAR TIME	Hour	50
14		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR, SUITABLE FOR TREE WORK - MINIMUM 25 TON CAPACITY WITH 100' BOOM (MAY BE SUBCONTRACTED)	Hour	60
15		MPA-372 - 10/1/14-9/30/15 TIER 1 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH LOG AND BRUSH LOADING MACHINERY WITH OPERATOR. DUMP TRUCK MUST HAVE MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS  OTHER ASSOCIATED MATERIALS AT COST PLUS --15% INCLUDING, BUT NOT LIMITED TO SHRUBS, MULCH, BUSHES, TREES.	Hour	70
16		MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR A CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER	Hour	225
17		MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR CREW CONSISTING OF OF 2 MEN AND 1 BUCKET	Hour	160

**STATE PURCHASING AGENT**

*Nancy R. McIntyre*

Nancy R. McIntyre



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Department		Type of Requisition	Bid Number	Requisition Number
			7548904	
Line	Item	Item Description	Unit	Unit Price

18		MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR TREE CLIMBER	Hour	80
19		MPA-372 - 10/1/15-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR	Hour	90
20		MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR FLAGGER	Hour	50
21		MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR; SUITABLE FOR TREE WORK. MINIMUM 25 TON CAPACITY WITH 100 FEET OF BOOM (MAY BE SUBCONTRACTED)	Hour	75
22		MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH OPERATOR, WITH LOG BRUSH LOADING MACHINERY (WITH OPERATOR). DUMP TRUCK MUST HAVE A MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS  OTHER ASSOCIATED MATERIALS AT COST PLUS --15% INCLUDING, BUT NOT LIMITED TO, SHRUBS, MULCH, BUSHES, TREES.	Hour	90
23		MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR CREW CONSISTING OF 3 MEN, 1 BUCKET, 1 CHIP TRUCK AND 1 CHIPPER	Hour	360
24		MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR CREW CONSISTING OF 2 MEN, AND 1 BUCKET	Hour	320
25		MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR TREE CLIMBER	Hour	100
26		MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR FLAGGER	Hour	60
27		MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR	Hour	200
28		MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR CRANE WITH OPERATOR, SUITABLE FOR TREE WORK-MINIMUM 25 TON CAPACITY WITH 100 FEET OF BOOM (CRANE WORK MAY BE SUBCONTRACTED)	Hour	300

**STATE PURCHASING AGENT**

*Nancy R. McIntyre*

Nancy R. McIntyre



# Notice of Blanket Purchase Agreement

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MPA-372 - TREE AND SHRUB REMOVAL

**Award Number**  
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**Effective Period:**  
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<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 27-SEP-14 <b>Buyer:</b> L Hill <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 1246	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			7548904	
Line	Item	Item Description		Unit Price

29		MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR DUMP TRUCK WITH LOG AND BRUSH LOADING MACHE WITH OPERATOR. DUMP TRUCK MUST HAVE MINIMUM HAULING CAPACITY OF 15 CUBIC YARDS OF VEGETATIVE DEBRIS	Hour	200
		OTHER ASSOCIATED MATERIALS AT COST PLUS --15% INCLUDING BUT NOT LIMITED TO, SHRUBS, MULCH, BUSHES, TREES,		
30		MPA-372 - 10/1/14-9/30/15 TIER 3 SERVICE: HOURLY RATE FOR RETAINING A CREW IN ADVANCE OF AN ANTICIPATED EVENT, AS DESCRIBED IN THE TIER 3 SCOPE OF WORK	Hour	240
31		MPA-372 - 10/1/14-9/30/15 TIER 2 SERVICE: HOURLY RATE FOR SELF LOADING LOG TRUCK WITH OPERATOR	Hour	90
32		MPA-372 - 10/1/14-9/30/15 MISCELLANEOUS MATERIAL PAID PER DOLLAR \$1.00 OF ALLOWABLE EXPENSES	Each	1

**STATE PURCHASING AGENT**

*Nancy R. McIntyre*

Nancy R. McIntyre

# 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.

### **WAGE REQUIREMENTS**

BIDDERS ARE 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. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.

### **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](http://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.