

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

V E N D O R	TERRY LINN BRUNNING DBA BUSINESS SERVICES 520 7TH ST WEST STE 1282 LONGBOAT KEY, FL 34228 United States
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S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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APPLIANCES, HOUSEHOLD INCLUDING TELEVISIONS, DVDS & VCRS.	
Award Number	3493564
Revision Number	0
Effective Period	01-NOV-2016 - 31-OCT-2017
Approved PO Date	23-NOV-2016
Vendor Number	35425-iSupplier

Type of Requisition	*OTHER
Requisition Number	1489791
Change Order Requisition Number	
Solicitation Number	7551024A1
Freight	Paid
Payment Terms	NET 30
Buyer	- Cowell Jr, John
Requester Name	Badway, Kristin M
Work Telephone	401-462-2593

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.

Line	Description	Unit	Unit Price (USD)
1	MPA-162 FY17-18 REMOVAL OF OLD APPLIANCES, IF REQUESTED. BRAND: HAUL-AWAY, MODEL: HAUL-AWAY. RFQ LINE #30.	Each	25
2	MPA-162 FY17-18 30" FREESTANDING GAS RANGE/CONVECTION OVEN - OR EQUAL, ENERGY STAR COMPLIANT. BRAND: WHIRLPOOL, MODEL: WFG530S0EW. RFQ LINE #29.	Each	739.98

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.

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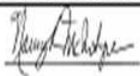
Nancy R. McIntyre
Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
3	MPA-162 FY17-18 30" FREESTANDING ELECTRIC RANGE/COVECTION OVEN - OR EQUAL, ENERGY STAR COMPLIANT. BRAND: WHIRLPOOL, MODEL#: WFE530C0EW. RFQ Line #28	Each	709.98
4	MPA-162 FY17-18 30" ELECTRIC WALL OVEN, SELF CLEANING, CLOCK WITH TIMER, BROIL ELEMET, TWO OVEN RACKS, FOUR POSITIONS, OVEN WALL - OR EQUAL, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE, MODEL#: FFEW3025PW. RFQ LINE #27	Each	989.98
5	MPA-162 FY17-18 27" ELECTRIC WALL OVEN, SELF CLEANING, CLOCK WITH TIMER, BROILER ELEMENT, TWO OVEN RACKS, FOUR POSITIONS, OVEN WALL OR EQUAL, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE, MODEL #: FFEW2725PW. RFQ LINE #26	Each	769.98
6	MPA-162 FY17-18 24" ELECTRIC WHIRLPOOL WALL OVER, SELF CLEANING, CLOCK WITH TIMER, BROIL ELEMENT, TWO OVEN RACKS, FOUR POSITIONS, OVEN WALL OR EQUAL, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE, MODEL #: FFEW2425QW RFQ LINE#25	Each	999.98
7	MPA-162 FY17-18 SPEED QUEEN STACKED ELECTRIC DRYER, SSE007, OR EQUAL, ENERGY STAR COMPLIANT. BRAND: WHIRLPOOL, MODEL#: WED87HEDW. RFQ LINE #24	Each	699.98
8	MPA-162 FY17-18 SPEED QUEEN FRONT LOAD WASHER, SWT021, OR EQUAL, ENERGY STAR COMPLIANT. BRAND: WHIRLPOOL, MODEL: WFW87HEDW. RFQ LINE #23.	Each	679.98
9	MPA-162 FY17-18 SPEED QUEEN SINGLE LOAD GAS DRYER, SDG009 OR EQUAL. ENERGY STAR COMPLIANT. BRAND: HOTPOINT, MODEL: HTDX100GMWW.INCLUDES ALL PARTS NEEDED FOR INSTALLATION. RFQ LINE #22.	Each	489.98
10	MPA-162 FY17-18 SPEED QUEEN SINGLE LOAD ELECTRIC DRYER, SDE007, OR EQUAL, ENERGY STAR COMPLIANT. BRAND: HOTPOINT, MODEL: HTDX100EMWW. INCLUDES ALL PARTS NEEDED FOR INSTALLATION. RFQ LINE #21.	Each	399.98
11	MPA-162 FY17-18 SPEED QUEEN TOP LOAD WASHER, MODEL SWT 021, OR EQUAL, ENERGY STAR COMPLIANT. BRAND: HOTPOINT, MODEL: HSWP1000MWW. INCLUDES ALL PARTS NEEDED FOR INSTALLATION. RFQ LINE #20.	Each	389.98
12	MPA-162 FY17-18 KITCHEN AND DISHWASHER KITCHEN AID KDFE104DWH OR EQUAL, ENERGY STAR COMPLIANT. BRAND: KITCHEN AID, MODEL: KDFE104DW11. INCLUDES ALL PARTS NEEDED FOR INSTALLATION. RFQ LINE #19.	Each	719.98
13	MPA-162 FY17-18 DEHUMIDIFIER, 50 PINT MOIST. REMOVAL/24 HRS FRONT LOADING ADJUST. HUMIDSTAT, 2 SPD FAN CTRL, AUTO DE-ICER, AUTO SHUT-OFF, 1 YR WRTY, ENRGY STAR COMPLIANT. BRAND: DANBY, MODEL: DDR50B3WP. RFQ LINE# 18.	Each	238.98

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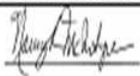
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Line	Description	Unit	Unit Price (USD)
14	MPA-162 FY17-18 MICROWAVE OVEN 1.2 CU. FT. 1000 WATT MIN. CAROUSEL. BRAND: GE MODEL: JES14600SWW RFQ LINE #17.	Each	189.98
15	MPA-162 FY17-18 MICROWAVE OVEN, WHITE, 1.8 CU. FT. CAROUSEL (TURNTABLE) SYSTEM. 16 INCH TURNTABLE GLASS 1,000. WATT MINIMUM. BRAND: GE MODEL: JES2051DNWW RFQ LINE #16.	Each	219.98
16	MPA-162 FY17-18 30 INCH GAS STOVE, WHITE SELF-CLEANING OVEN, 4 BURNER, CLOCK & TIMER, STORAGE DRAWER, SEE THRU WINDOW, ENERGY STAR COMPLIANT BRAND: FRIGIDAIRE MODEL: FFGF3023LW RFQ LINE #15.	Each	639.98
17	MPA-162 FY17-18 30 INCH ELECTRIC STOVE, WHITE SELF-CLEANING OVEN, 4 BURNER, CLOCK & TIMER, STORAGE DRAWER, SEE THRU WINDOW, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFEF3015PW. RFQ LINE #14.	Each	499.98
18	MPA-162 FY17-18 20 CU. FT. UPRIGHT FREEZER, WHITE, FROST FREE, 3 SHELVES, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFFH20F2QW RFQ LINE #13.	Each	689.98
19	MPA-162 FY17-18 17 CU. FT. UPRIGHT FREEZER, WHITE, FROST FREE, 3 SHELVES, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFFH20F2QW RFQ LINE #12	Each	689.98
20	MPA-162 FY17-18 14 CU. FT. UPRIGHT FREEZER, WHITE, FROST FREE, 3 SHELVES, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFFH17F2QW RFQ LINE #11.	Each	619.98
21	MPA-162 FY17-18 22 CU. FT. REFRIGERATOR, WHITE, FROSTLESS, 4 ADJUSTABLE SHELVES, FROSTLESS, TOP MOUNT W/O ICE MAKER, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFHT2021QW RFQ LINE #10.	Each	759.98
22	MPA-162 FY17-18 22 CU. FT. REFRIGERATOR, WHITE, FROSTLESS, TOP MOUNT, 4 ADJUSTABLE SHELVES, AUTOMATIC ICE MAKER, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFHI2131QP RFQ LINE #9.	Each	859.98
23	MPA-162 FY17-18 21 CU. FT. REFRIGERATOR, WHITE, FROSTLESS, TOP MOUNT, 4 ADJUSTABLE SHELVES, AUTOMATIC ICE MAKER, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFHI2131QP RFQ LINE #8.	Each	859.98
24	MPA-162 FY17-18 18 CU. FT. REFRIGERATOR, WHITE, FROSTLESS, TOP MOUNT, 4 ADJUSTABLE SHELVES, W/O ICE MAKER, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FHT1814QW RFQ LINE #7.	Each	619.98
25	MPA-162 FY17-18 18 CU. FT. REFRIGERATOR, WHITE, FROSTLESS, TOP MOUNT, 4 ADJUSTABLE SHELVES, AUTOMATIC ICE MAKER, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFHI1831QP RFQ LINE #6.	Each	759.98

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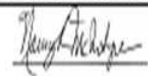
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Line	Description	Unit	Unit Price (USD)
26	MPA-162 FY17-18 17 CU. FT. REFRIGERATOR, WHITE, 2 ADJUSTABLE SHELVES, FROSTLESS, TOP MOUNT W/O ICE MAKER, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFHT1814QW RFQ LINE #5.	Each	619.98
27	MPA-162 FY17-18 15 CU. FT. REFRIGERATOR, WHITE, 2 ADJUSTABLE SHELVES, FROSTLESS, TOP MOUNT, W/O ICE MAKER, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFHT1514QW RFQ LINE #4	Each	589.98
28	MPA-162 FY17-18 16 CU. FT. REFRIGERATOR, WHITE, 2 ADJUSTABLE FROSTLESS, TOP MOUNT W/O ICE MAKER, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFHT1614QW RFQ LINE #3.	Each	609.98
29	MPA-162 FY17-18 10.0 CU. FT. REFRIGERATOR, WHITE, 2 ADJUSTABLE SHELVES, FROSTLESS, TOP MOUNT, ENERGY STAR COMPLIANT. BRAND: FRIGIDAIRE MODEL: FFET1022QW RFQ LINE #2.	Each	479.98
30	MPA-162 FY17-18 3.2 CU FT. COMPACT REFRIGERATOR, WHITE, 2 ADJUSTABLE SHELVES, AND DOOR BINS, PUSH-BUTTON DEFROST, ENERGY STAR COMPLIANT. BRAND: MAGIC CHEF MODEL: HMBR350WE1 RFQ LINE #1.	Each	189.98
31	MPA-162 FY17-18 PERCENTAGE ALLOWED OFF CURRENT MANUFACTURER'S RETAIL LIST PRICE FOR ALL OTHER NON-CORE APPLIANCES. LIST PRICE LESS 10% ONLINE CATALOG APPLIANCES: FRIGIDAIRE.COM GEAPPLIANCES.COM WHIRLPOOL.COM HOTPOINT.COM	Each	1
32	MPA-162 FY17-18 % ALLOWED OFF CURRENT MANUF. RETAIL LIST PRICE FOR ALL OTHER NON-CORE TVS, DVD & VCERS. LIST PRICE LESS 10%. TVS: LG.COM/US	Each	1
DELIVERY: 4-7 DAYS ARO			
NOTE: INCLUDES ALL PARTS NEEDED FOR INSTALLATION ON LINES # 9-13.			

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

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.

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.

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.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

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.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

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.

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.

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.

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.