

# Notice of Contract 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>ARDEN ENGINEERING CONSTRUCTORS LLC</b> <b>505 NARRAGANSETT PARK DR</b> <b>PAWTUCKET, RI 02861</b> <b>United States</b>
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<b>DCAMM TO LEAD THE OPERATIONS &amp; MAINTENANCE TO SUPPORT RICC FACILITIES NEEDS FOR COVID 19 EMERGENCY</b>	
Award Number	<b>3674711</b>
Revision Number	<b>0</b>
Effective Period	<b>17-APR-2020 - 31-OCT-2020</b>
Approved PO Date	<b>17-APR-2020</b>
Vendor Number	<b>16763-iSupplier</b>

<b>S H I P T O</b>	<b>DOA-DCAMM</b> <b>1 CAPITOL HILL</b> <b>2ND FLOOR</b> <b>PROVIDENCE, RI 02908-5853</b> <b>United States</b>
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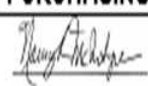
Type of Requisition	<b>EMERGENCY</b>
Requisition Number	<b>165444</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	- <b>Cadoret, David</b>
Requester Name	
Work Telephone	

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).

**THIS IS AN EMERGENCY PURCHASE TO SUPPORT THE COVID 19 RESPONSE ACCORDING TO THE FOLLOWING:**  
 The Convention Center build-out as a COVID-19 surge site is nearing completion. DCAMM has just been asked to lead the Operations and Maintenance piece by the RIANG to support this facility's needs going forward. DCAMM is requesting approval to move forward with a Single Source agreement with Arden Engineering who can support this effort with in-house trades personnel with the skill level needed for such an operation, including Med Gas support for this COVID-19 surge site.

AGENCY CONTACT:  
 MARK BARNES  
 222-5093

<b>INVOICE TO</b>
The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <a href="http://controller.admin.ri.gov/iSupplier/isup/index.php">http://controller.admin.ri.gov/iSupplier/isup/index.php</a>
To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

AGENCY SHOULD REQUEST VENDOR'S CURRENT INSURANCE CERTIFICATE BEFORE ANY WORK IS PERFORMED. AGENCY IS RESPONSIBLE FOR MAINTAINING A CURRENT CERTIFICATE ON FILE FOR THE DURATION OF THE CONTRACT.

THE STATE'S GENERAL TERMS AND CONDITIONS APPLY TO THIS PO.  
REQUISITION 165444

NOT TO EXCEED \$250,000 WITHOUT PURCHASING APPROVAL.

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**STATE PURCHASING AGENT**  
  
Nancy R. McIntyre

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--	--

<b>S H I P  T O</b>	<b>DOA CENTRAL SERVICES</b> <b>SPECIAL INSTRUCTIONS</b> <b>SEE BELOW, RI N/A</b> <b>United States</b>
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<b>Weekly Walk through, Alternate Hospital Sites Inspection, Negative Pressure HCAV Equipment (COVID)</b>	
Award Number	<b>3680392</b>
Revision Number	<b>0</b>
Effective Period	<b>18-JUN-2020 - 31-DEC-2020</b>
Approved PO Date	<b>19-JUN-2020</b>
Vendor Number	<b>16763-iSupplier</b>

Type of Requisition	<b>*OTHER</b>
Requisition Number	<b>1661970</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	- <b>Mosca, Gary</b>
Requester Name	
Work Telephone	

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).

**CONTRACT PERIOD: 6/18/2020 - 12/31/2020**

**Project: Weekly Walk through, Alternate Hospital Sites Inspection, Negative Pressure HCAV Equipment (COVID)**

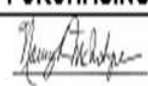
Pricing in accordance with weekly rate @ \$1,112.00/per week (quote attached) and will include the following locations.  
 RI Convention Center  
 Citizen's Bank Building - Sockanosett Road  
 Lowe's Store - Quonset, North Kingstown

Agency Contact:  
 James Fuoco

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<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

Supplier Contact:  
Kate Spatcher  
401-727-3500

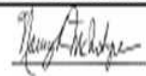
Reference Documents: arden\_202006171301.pdf

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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**

**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 "SHIP 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.

**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.

### **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.

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.

### **MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE**

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt

account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

## **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.



505 Narragansett Park Drive  
Pawtucket, Rhode Island 02861  
401-727-3500  
[www.ardeneng.com](http://www.ardeneng.com)  
An Equal Opportunity Employer

May 27, 2020

State of RI  
2 Capitol Hill  
Providence, RI

RE: Temporary Hospital – Weekly Walk through

Dear James,

Arden Engineering is pleased to provide you with this pricing to provide weekly walk throughs at all (3) Temporary Hospital Locations for the State of RI. The pricing for this work is **\$1,112.00/week** and will include the following:

- Walk throughs will be scheduled weekly at the following locations
  - RI Convention Center – Sabin St, Providence RI
  - Citizen's Bank Building – Sockanosset Road
  - Lowe's Store – Quonset, North Kingstown.
- The negative pressure specific HVAC equipment will be activated at each location via the BMS system.
- Visually inspection operation of systems to ensure proper operation.
- Record temperatures and room pressures while system is running.
- Inspect Medical Air system to ensure proper operation and no alarms.
- Record and report any issues with the systems
- All work will be completed during normal business hours.

We appreciate your continued support of Arden Engineering and the services that we provide. All work will be completed during normal business hours. This quote is valid for a period of 30-days. I am available to answer any questions regarding this work at (401) 365-1622. To proceed with this work, please sign below and fax to (401) 727-3540.

Sincerely,  
*Katie Spatcher*  
Katie Spatcher  
Account Manager

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Rhode Island  
Master Mechanical  
Fire Sprinkler  
Contractor Master  
Plumber  
Refrigeration and Pipefitter  
Journey NEEB  
Electrical Contractor

#105/#1409/#7544  
#452  
#1094  
#RJ1/PJ1  
#2807  
#AC-004191

Massachusetts  
Master Pipefitter  
Master Plumber/Plumbing  
Contractor Sprinkler Contractor  
Refrigeration  
Contractor Master  
Electrician

#8590  
#6780  
#002774  
#689  
#20534A

Connecticut  
Heating/Cooling Unlimited  
Contractor Plumber  
Unlimited Contractor P-1

#302950/#302953  
#202296

## Notice of Contract 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>ATG GROUP INC</b> <b>DBA DBA ADVANCED TELESYSTEMS</b> <b>95 HATHAWAY ST STE 28</b> <b>PROVIDENCE, RI 02907-3780</b> <b>United States</b>
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<b>SECURITY CAMERAS AT TEMPORARY HOSPITAL</b>	
Award Number	<b>3675155</b>
Revision Number	<b>0</b>
Effective Period	<b>-</b>
Approved PO Date	<b>22-APR-2020</b>
Vendor Number	<b>4374-iSupplier</b>

<b>S H I P  T O</b>	<b>MS SPECIAL INSTRUCTIONS</b> <b>SEE BELOW</b> <b>SEE BELOW, RI N/A</b> <b>United States</b>
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Type of Requisition	<b>*OTHER</b>
Requisition Number	<b>1657054</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	- - <b>Cadoret, David</b>
Requester Name	<b>Gemma-Murphy, Jessica A</b>
Work Telephone	<b>401-275-4657</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).

**THIS IS AN EMERGENCY PURCHASE IN RESPONSE TO THE COVID 19 CRISIS**  
**AGENCY UTILIZED MPA 419 VENDORS**

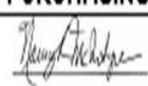
AGENCY CONTACT  
 LTC RUSS DEGRAW  
 275-4034

Reference Documents: REQ 1657054 QUOTE.pdf

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<b>STATE PURCHASING AGENT</b>
 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**

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**ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

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**MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE**

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**INSURANCE REQUIREMENTS (ADDITIONAL)**

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**EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

**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.

**PAYMENT AFTER FULL VENDOR PERFORMANCE**

PAYMENT SHALL NOT BE MADE UNTIL DELIVERY HAS BEEN MADE, OR SERVICES PERFORMED, IN FULL, AND ACCEPTED, UNLESS EXPRESSLY PROVIDED FOR HEREIN UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.



**ATG GROUP INC.**  
 95 Hathaway Center  
 Suite 28  
 Providence, RI. 02907



**T 401.781.1750**  
**F 401.467.5895**

# Equipment Schedule

Date	Schedule #
4/20/2020	CovidHospit

Name / Address
US Army S3 Ops Center

Ship To

Item	Description	Qty	Cost	Total
WV-S3111L	Interior Cameras Add entrance/egress (6) 720p Puck camera Patient area	7	338.55	2,369.85
WV-S31311	Interior 1080P puck camera Hallway coverage	18	396.74	7,141.32
WV-S4150	5MP 360 INDOOR DOME H.265	2	702.00	1,404.00
Special Order Cameras	Panasonic viewing software	27	50.00	1,350.00
MPA Senior Technician	MPA hours to install cameras,including CPD provided camera.	32	90.00	2,880.00
Professional Services	Professional Services to program, test and support staff using system	7	250.00	1,750.00
Adtran 1550-24P	POE switches PC to run cameras 28 Port Managed Layer 3 Lite Gigabit Ethernet Switch. MSRP \$2,099	1	2,099.99	2,099.99
microNVRplus-8TB	ATG microNVRplus - 8TB	1	2,050.00	2,050.00
Acer Display 24"		1	361.11	361.11
Trade-In	Credit for all hardware returned. within 90 days.  ATG can install next Monday or Tuesday.		-3,500.00	-3,500.00
microNVR-V	Add second monitoring station Tiny microNVR viewing station - mountable on monitor or wall	1	1,300.00	1,300.00
Acer Display 24"		1	361.11	361.11
<b>Subtotal</b>				\$19,567.38
<b>Sales Tax ( )</b>				\$0.00
<b>Total</b>				\$19,567.38

# Notice of Contract 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>SECURITAS SECURITY SERVICES USA INC</b> <b>2 CAMPUS DR</b> <b>PARSIPPANY, NJ 07054</b> <b>United States</b>
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<b>SECURITY FOR COVID REMOTE HOSPITALS</b>	
Award Number	<b>3674480</b>
Revision Number	<b>0</b>
Effective Period	<b>14-APR-2020 - 31-DEC-2020</b>
Approved PO Date	<b>18-APR-2020</b>
Vendor Number	<b>38239</b>

<b>S H I P  T O</b>	<b>MS-ANG RI AIR NATIONAL GUARD</b> <b>FINANCIAL DIVISION</b> <b>QUONSET STATE AIRPORT</b> <b>NORTH KINGSTOWN, RI 02852-7502</b> <b>United States</b>
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Type of Requisition	<b>EMERGENCY</b>
Requisition Number	<b>1656363</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	- <b>Cadoret, David</b>
Requester Name	
Work Telephone	

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).

**EMERGENCY PROFESSIONAL SECURITY OFFICER SERVICE (TEMPORARY) FOR THE STATE OF RHODE ISLAND AT "FIELD" HOSPITAL SATELLITE LOCATIONS IN CRANSTON AND NORTH KINGSTOWN.**

**FLAT BILL RATE = \$65.00/HOUR**

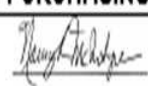
**AGENCY CONTACT:**  
**CHRISTINA FAULKNER**  
**401-230-3097**

**VENDOR CONTACT:**  
**GEORGE DOHERTY**  
**508-948-8950**  
**GEORGE.DOHERTY@SECURITASINC.COM**

## 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.

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

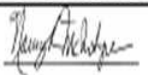
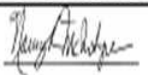
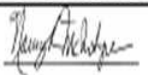


AGENCY SHALL REQUEST VENDOR'S CURRENT INSURANCE CERTIFICATE BEFORE ANY SERVICES ARE PERFORMED.  
THE CERTIFICATE SUPPLIED IS INCOMPLETE. THE STATE OF RHODE ISLAND MUST BE LISTED AS THE CERTIFICATE HOLDER AND ALSO AS ADDITIONAL INSURED.  
AGENCY IS RESPONSIBLE FOR MAINTAINING A CURRENT CERTIFICATE ON FILE FOR THE DURATION OF THE CONTRACT

REQUISITION # 1656363

THE STATE'S GENERAL TERMS AND CONDITIONS APPLY TO THIS PURCHASE ORDER

Reference Documents: Interior Security Force  
Recommendation (002).pdf  
po 3674480 securitas.pdf

<b>INVOICE TO</b>	<table border="1"> <tr> <td data-bbox="1122 1801 1477 1858"><b>STATE PURCHASING AGENT</b></td> </tr> <tr> <td data-bbox="1122 1858 1477 1984">   Nancy R. McIntyre </td> </tr> </table>	<b>STATE PURCHASING AGENT</b>	 Nancy R. McIntyre
<b>STATE PURCHASING AGENT</b>			
 Nancy R. McIntyre			
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# AHS CRANSTON

- **Total # of security personnel per shift: 20**
  - 2 per point of access/egress = 12
  - 2 roving patrols in the rest of the facility (not the hot ward) = 4 guards
  - 2 at C2 node for command and control
  - 2 on QRF with proper PPE to respond to interior hot-zone disruption

## **12 Hr Shift Format:**

- 2 shifts (40 people) = shifts work 7 days a week with no days off
- 3 Shifts (60 people) = shifts work 2 days on and one day off revolving schedule
- 4 shifts (80 people) = shifts work 2 days on and 2 days off revolving schedule

## **8 Hr Shift Format:**

- 3 shifts (60 people) = work 7 days straight (no rest days)
- 4 shifts (80 people) = 1 day off every 4 days
- 5 shifts (100 people) = 2 days off every 3 days

## AHS QUONSET

- **Total # of security personnel per shift: 10**
  - 1 per point of access/egress = 2
  - 3 roving patrols in the rest of the facility (not the hot ward) = 6 guards
  - 2 on QRF with proper PPE to respond to interior hot-zone disruption
- **12 Hr Shift Format:**
- 2 shifts (20 people) = shifts work 7 days a week with no days off
- 3 Shifts (30 people) = shifts work 2 days on and one day off revolving schedule
- 4 shifts (40 people) = shifts work 2 days on and 2 days off revolving schedule
- **8 Hr Shift Format:**
- 3 shifts (30 people) = work 7 days straight (no rest days)
- 4 shifts (40 people) = 1 day off every 4 days
- 5 shifts (50 people) = 2 days off every 3 days



**SECURITY SERVICES AGREEMENT ("Agreement")**  
Between Company and Client (as defined below)

Effective Date: April 12, 2020

**Company: Securitas Security Services USA, Inc.**

Street: 300 Jefferson Boulevard  
 City, State, Zip: Warwick, RI 02888  
 Contact Name/Title: George Doherty / District Manager  
 E-mail Address: george.doherty@securitasinc.com  
 Phone: 508-948-8950 Fax: \_\_\_\_\_

**Client: State of Rhode Island**

Street: 2841 S. County Trail, Bldg 330  
 City, State, Zip: East Greenwich, RI 02818  
 Contact Name/Title: Christina Faulkner  
 E-mail Address: christina.faulkner.nfg@mail.mil  
 Phone: 401-230-3097 Fax: \_\_\_\_\_

For services ("Services") provided by Company, Client will pay the Service Fee, plus all applicable (i) sales, use and similar taxes, (ii) interest, and (iii) penalties. Services are as specified (i) in any agreed-upon post orders or scope of work (collectively, "Scope of Work"), and (ii) below.

Service Site				
<input type="checkbox"/> Check box if Site is same as above.	Street: See below (Cranston & North Kingstown, RI)	City:	State:	Zip:
Contact Name/Title: Christina Faulkner	E-mail: chistina.faulkner.nfg@mail.mil		Phone: 401-230-3097	

<input checked="" type="checkbox"/> <b>Traditional Guarding</b> (check box if providing traditional guarding; check all Services that apply below)					
<input checked="" type="checkbox"/> On-Site Total HPW: <u>TBD</u>	Guard Type: • Security Officer • •	Guard HPW: • TBD • •	Straight Rate/Hour: • \$65.00 • \$ • \$	Premium (OT) Rate/Hour: • \$N/A • \$ • \$	Special Rate/Hour: • \$N/A • \$ • \$
<input type="checkbox"/> Mobile Patrol # of daily visits: _____	Straight Rate/Inspection: • \$		Premium (OT) Rate/Inspection: • \$		Special Rate/Inspection: • \$
<input type="checkbox"/> Mobile Alarm Response	Rate/Response: \$				
<input type="checkbox"/> Remote Guarding	Weekly Rate: \$				
<input type="checkbox"/> Other Expenses	Description: • •	Rate: • \$ • \$	Description: • •	Rate: • \$ • \$	
<b>Billing:</b> Weekly (at end of service period)			<b>Payment:</b> Credit Card (AVP Initials: _____)		

<input type="checkbox"/> <b>Integrated Guarding</b> (check box if providing integrated guarding; check all Services that apply below)				
<input type="checkbox"/> On-Site (HPW: _____)	<input type="checkbox"/> Mobile Patrol (# of weekly visits: _____)	<input type="checkbox"/> Mobile Alarm Response	<input type="checkbox"/> Remote Guarding	
<b>Integrated Guarding Fee:</b> \$		<b>Billing:</b> Calendar Monthly in Advance	<b>Payment:</b> ACH/Wire	

Additional Information
Professional Security Officer service (temporary) for the State of Rhode Island at "field" hospital satellite locations in Cranston and North Kingstown  Flat Bill Rate = \$65.00/hour  Agree to pay a 7 day advance payment each week; Billing cycle requires check on Wednesday for following week service. Invoicing and reconciliation proceeds of advance payments subject to the State's requirements.

**TERMS AND CONDITIONS**

1. **DEFINITIONS:** "Company Equipment" means all equipment, tools, documents, materials, software, applications, systems, processes, etc. provided, installed, developed or used by Company in connection with the Services; "Contractors" means contractors, subcontractors and/or vendors; "In writing" or "written document" means any written communication that has been signed by an authorized representative of the party, including, without limitation, printed documents, facsimiles, e-mails and other electronic means of communication; "Loss" means all suits, claims, losses, damages and expenses (including, without limitation, penalties, fines, investigative costs, reasonable attorneys' fees and costs of suit) arising from all events or circumstances related to or in connection with the same general condition; "Remote Guarding" means guarding and related services (including, without limitation, burglar/intrusion alarm monitoring) conducted from a remote location using electronic security equipment (including, without limitation, video and voice communication equipment); "Service Fee" collectively means the rates for traditional guarding or the Integrated Guarding Fee, as appropriate; "Site" means all premises where Services are performed under this Agreement.

2. **PAYMENT:** (a) Invoices are payable, without any setoff, to the remittance address on the invoice. Traditional guarding invoices are payable 30 days from the end of service period; integrated guarding invoices are payable in advance. Client's failure to pay any amount when due will be a material breach by Client. A late charge of 1.5% per month will be added to balances not paid when due. Client must notify Company in writing of any dispute regarding the amount of an invoice on or before payment is due; otherwise all disputes will be deemed waived. Client will bear all costs associated with Company receiving payments due for Services rendered under this Agreement. If Company must institute suit or collection services to collect amounts owed to Company, Client will pay Company's attorneys' fees and other costs of suit or collection.

(b) In the event of payment delay, Company may suspend the performance of Services upon 10 days' prior written notice. Suspension will not release Client from any of its obligations under this Agreement. In case of non-payment based on Client liquidity problems, Company may condition continued performance on immediate cash payment for Services rendered (invoiced or not) or to be rendered.

(c) Rates for traditional guarding do not include coverage for labor disputes, civil disorder, national disaster, or other similar emergency situations. Also, the premium (OT) rates will apply to the following: all work according to applicable laws and regulations; extended shifts or hours performed at the request of Client; additional personnel or hours requested by Client with less than 72 hours' notice, but only for the first 72 hours; additional personnel or hours requested by Client for special occasions or temporary or short durations; and work on New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday After Thanksgiving, and Christmas Day.

(d) Company may raise the Service Fee upon 30 days' prior written notice to account for any increases in (i) health care, benefit, or insurance costs, (ii) labor or fuel costs, (iii) costs arising from changes to laws, regulations, or insurance premiums, (iv) SUI or similar taxes, (v) Contractors' rates, or (vi) any other taxes, fees, costs or charges related to the Services.

3. **TERM & TERMINATION:** This Agreement will commence upon the Effective Date and continue until terminated by either party; any Services provided before the Effective Date are subject to this Agreement. Either party may terminate this Agreement at any time, without cause or penalty, upon 7 days' prior written notice to the other party. Either party may also terminate this Agreement for good cause upon 5 days' prior written notice to the other party. "Good cause" for Company will include, without limitation, the following: (i) any material or persistent minor breach by Client of this Agreement; (ii) cancellation of or material change to any of Company's insurance coverage relevant to this Agreement; (iii) a change in applicable laws or regulations that has a material effect on, or causes a material change to, the Services; (iv) any act or omission of Client which, in Company's reasonable opinion, brings or may bring Company's business or reputation into disrepute; or (v) Client or the Services becoming subject to economic or trade sanctions. Client will be responsible for payment for all Services rendered through the termination date. If Client terminates this Agreement for any reason, Client will pay for any unamortized costs related to any Company Equipment.

4. **SCOPE OF SERVICES; PERSONNEL:** (a) Company will only provide Services specified in this Agreement or the Scope of Work, which is incorporated into this Agreement. Company will not be obligated to perform, and will bear no responsibility for, any Services or duties performed that are not expressly specified in this Agreement. Company does not accept overall responsibility for security at the Site, and Company is not engaged as a security consultant. Company may use Contractors to provide some or all of the Services.

(b) Company is not selling or leasing any Company Equipment, which will always be property of Company or its Contractors. Company is not transferring any intellectual property rights in any Company Equipment; such rights will remain solely with Company or its Contractors. Company will be provided with reasonable time and access to remove Company Equipment upon termination of this Agreement; all rights granted to Client to use or access any Company Equipment end upon termination of this Agreement.

(c) Company is an independent contractor, and nothing in this Agreement creates a partnership or relationship of principal/agent or employer/employee. Personnel providing the Services are employees of Company or its Contractors. Company may change such personnel at any time. Client may reasonably request changes in such personnel for lawful reasons. If Company makes Client's requested changes, Client will be solely responsible for, and will defend and indemnify Company against, any Loss arising from such changes.

(d) If Client employs, directly or indirectly, any Company employee formerly assigned to the Site within one year from the last date on which the Company employee was employed by Company, Client will reimburse Company \$2,500 per Company employee for costs related to recruiting, screening, training, etc.

(e) If Services include Remote Guarding, (i) neither Company nor its Contractors will be responsible for any interruption or failure of power; (ii) neither Company nor its Contractors will be responsible for any faulty, failed, interrupted, circumvented, or compromised data transmissions; (iii) Client is responsible for the design, installation, repair and maintenance of its own monitoring equipment and systems ("Monitoring System"); (iv) Company may, without penalty, modify, terminate or suspend Remote Guarding, shut down Client's Monitoring System, lock Client's panel, or render any monitoring equipment incapable of sending signals (1) if permitted, requested, or required to do so by any governmental authority, standards setting entity, or insurance interest, or (2) in Company's reasonable discretion; (v) Client is responsible for (1) providing and maintaining adequate lighting for all video equipment, and (2) ensuring Client's personnel and Monitoring System comply with all laws applicable to the use of video equipment; (vi) any Remote Guarding failure will not release Client from its obligations to pay any fees for Services; and (vii) any software, hardware, firmware, shareware, codes, information and documentation ("Proprietary Information") associated with Remote Guarding are, and will remain, the property of Company or its Contractors, as applicable, and any developments to the Proprietary Information will be the intellectual property of Company or its Contractors, as applicable. Further, Client, on behalf of itself, its employees, agents and guests, grants consent to Company and its Contractors to (i) intercept, record, retrieve, review, copy, disclose and use the contents of all transmissions received as part of Remote Guarding, and (ii) represent themselves as a security agent of Client and notify government agencies of suspicious or suspected criminal activities at the Site.

5. **LIABILITY LIMITATION; INDEMNIFICATION:** (a) The Service Fee is based upon the value of Services provided, not the value of the interests or property protected. Accordingly, Company makes no representation or warranty, express or implied, that the Services will produce a result or prevent any loss or damage. *Client agrees that the limitations of liability and Client's defense/indemnity obligations in Sections 5(c)-5(h) apply regardless of whether the Loss is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents, and Sections 5(c)-5(h) apply in favor of Company's Contractors.*

(b) Company will defend and indemnify Client against any Loss arising from the Services only to the extent the Loss is caused by the negligence of Company, its employees or agents while acting within the scope of their duties and authority. Client will defend and indemnify Company against any Loss in connection with this Agreement only to the extent the Loss is caused by the negligence of Client, its employees or agents.

(c) *Notwithstanding Section 5(b), in no event will the total liability of Company and its insurers for any Loss exceed \$2,500.*

(d) *Notwithstanding Section 5(b), Client will defend and indemnify Company against any Loss to the extent the Loss exceeds \$2,500.*

(e) *Notwithstanding anything to the contrary in this Agreement, in no event will Company or its insurers be liable for any (i) environmental Loss, (ii) punitive, special, exemplary, liquidated, indirect, or consequential Loss (including, without limitation, loss of profits or business), (iii) violent or armed action, or hi-jacking, (iv) Loss arising from any remote or on-site cyber activity or event, (v) injuries or deaths arising from any conditions of the Site, or (vi) Loss arising from or related to any circumstance beyond Company's reasonable control (including, without limitation, any failure on the part of Company's Contractors, any act of God or war, etc.).*

(f) *Notwithstanding anything to the contrary in this Agreement, in connection with the US Safety Act, each party waives all claims against the other party for damages arising from or related to an act of terrorism; the parties intend for this waiver to flow down to their respective Contractors.*

(g) *Notwithstanding anything to the contrary in this Agreement, if Company employees operate any vehicle other than one supplied by Company, Client will maintain insurance for the vehicle, Client's insurance will be primary, and Client will defend and indemnify Company against any Loss arising out of Company's use of the vehicle.*

(h) *Notwithstanding anything to the contrary in this Agreement, in no event will Company be responsible for any theft or other loss of property (including, without limitation, electronic data) not directly attributable to proven security officer thefts. In the event of allegation of security officer thefts, Client waives all right of recovery unless Company is notified of the allegations within 10 days, Client fully cooperates with Company in the investigation of the facts, Client presses formal charges, and a conviction is obtained; however, if all the foregoing conditions are satisfied, all applicable limitations of liability in this Agreement still apply.*


(i) Written notice of any Loss arising out of or relating to this Agreement must be received by Company within 30 days following the date of the occurrence giving rise to such Loss. No action to recover any Loss will be instituted or maintained against Company unless such notice is received by Company. No action to recover any Loss will be instituted or maintained against Company unless the action is instituted no later than 12 months following the date of the occurrence from which the Loss arises.

(j) *Services are only for the benefit of Client; neither this Agreement nor any Services confer rights on any other party as a third-party beneficiary.*

6. **INSURANCE:** Client will maintain insurance to protect Client against loss or damage to the Site, Client's business and property, and others' property on the Site. Client (on behalf of itself and its insurers) waives all rights of subrogation against Company, its Contractors, and their respective employees, agents and insurers. If Company provides any insurance coverage (additional insured or otherwise) for Client or any others, such insurance coverage will only cover Client and the others for liability specifically assumed by Company in this Agreement. As security for Client's defense and indemnity obligations in this Agreement, Client will name Company as an additional insured under Client's relevant insurance policies, and Client will provide Company with a certificate of insurance evidencing such coverage upon request.

7. **FORCE MAJEURE:** The following circumstances will be considered as grounds for relief if they delay or impede the performance of this Agreement: any circumstance beyond the reasonable control of a party such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, shortage of transport, general shortage of materials or personnel, industrial disputes and defects or delays in deliveries by Contractors caused by any such circumstance as referred to in this Section. The party desiring relief under this Section will inform the other party by written notice without delay on the occurrence and on the cessation of such circumstance. If grounds for relief prevent Client from fulfilling its obligations, Client will reimburse Company for costs incurred in securing and protecting the Site. Client will also reimburse Company for costs incurred for personnel, Contractors and equipment which, with the consent of Client, are held in readiness to resume the Services.
8. **CLIENT'S COMMITMENT:** Client represents it (i) is not, and will not be during the term of this Agreement, subject to economic or trade sanctions, and (ii) will at all times cooperate with Company to allow Company to provide the Services under the best possible conditions; such cooperation includes, without limitation, Client providing (i) a safe, healthy working environment for Company personnel in accordance with applicable laws and regulations, (ii) all relevant information, access and assistance that Company reasonably requires to perform the Services without interruption, including, without limitation, suitable office space and utilities, and (iii) prompt notice of anything that may affect Company's safety, risk or obligations under this Agreement or which may lead to an increase in Company's costs of providing the Services. Any breach of this representation will be a material breach by Client.
9. **DATA:** To try to improve Company's service offerings, Company requires the use of data and information collected by or for Company or Client in the course of the provision of the Services. Accordingly, intellectual property rights, database rights, and all other rights in any such data or information will belong to Company.
10. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable, it will be modified to be enforceable to the maximum extent permitted under applicable law; all other terms will remain in full force. If the unenforceable provision cannot be so modified, it will be excluded from this Agreement; all other terms of this Agreement will remain in full force.
11. **PRECEDENCE:** In the event that the different parts of this Agreement are conflicting, the written documents forming part of this Agreement will prevail in the following order: (i) this Agreement; (ii) the Scope of Work; and (iii) any other written documentation attached hereto.
12. **NOTICES:** All official notices will be in writing and made by overnight mail or certified mail, addressed to the other party at its address set forth in the opening header of this Agreement or at such other address as the other party may have designated in writing.
13. **ASSIGNMENT:** Neither party will assign this Agreement without the other party's prior written consent, which will not be unreasonably withheld. However, upon 30 days' prior written notice to the other party, either party may assign this Agreement at any time to any of its affiliates, subsidiaries or successors.
14. **LAW & JURISDICTION:** (a) This Agreement will be governed by the law of the State in which the applicable Services are performed. The parties hereby submit to the jurisdiction of the courts of such State. All terms in this Agreement are only intended to apply to the maximum extent permitted by applicable law.  
 (b) The Equal Opportunity requirements of 41 CFR §§ 60-1.4, 60-300.5(a) and 60-741.5(a) are incorporated in this Agreement. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require Company to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
15. **ENTIRE AGREEMENT:** This Agreement, and anything attached to or incorporated into it, constitutes the entire agreement between the parties. Any representations, promises or agreements not embodied in this Agreement will not be enforceable. No Client contracts, purchase orders, work orders, or similar documents, regardless of when dated, will modify this Agreement. All changes to this Agreement will only be binding on a party if approved in writing by an authorized representative of that party.

Client: State of Rhode Island  
 By: Michael D. Mitchell Digitally signed by Michael D. Mitchell  
 Name: Michael D. Mitchell  
 Title: Mitchell Date: 2020.04.18  
 08:28:23 -04'00'

Securitas Security Services USA, Inc.  
 By:   
 Name: George Doherty  
 Title: District Manager

**CLIENT'S ATTENTION IS DIRECTED TO SECTION 5 – LIABILITY LIMITATION; INDEMNIFICATION**

# Notice of Contract 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>BELFOR USA GROUP INC</b> <b>DBA BELFOR USA GROUP INC</b> <b>1100 TAYLOR AVE STE 108</b> <b>MERIDIAN, ID 83642-7739</b> <b>United States</b>
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<b>HOUSEKEEPING JANITORIAL SERVICES TEMPORARY HOSPITALS</b>	
Award Number	<b>3674760</b>
Revision Number	<b>0</b>
Effective Period	<b>17-APR-2020 - 31-AUG-2020</b>
Approved PO Date	<b>17-APR-2020</b>
Vendor Number	<b>51240-iSupplier</b>

<b>S H I P  T O</b>	<b>MS SPECIAL INSTRUCTIONS</b> <b>SEE BELOW</b> <b>SEE BELOW, RI N/A</b> <b>United States</b>
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Type of Requisition	<b>EMERGENCY</b>
Requisition Number	<b>1656632</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	- <b>Cadoret, David</b>
Requester Name	
Work Telephone	

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).

**THIS IS AN EMERGENCY PURCHASE TO SUPPORT THE COVID 19 RESPONSE.**

AGENCY CONTACT:  
 LTC RUSS DEGRAW  
 275-4034

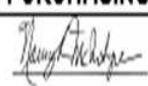
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 AGENCY IS RESPONSIBLE FOR MAINTAINING A CURRENT CERTIFICATE ON FILE FOR THE DURATION OF THE CONTRACT.

THE STATE'S GENERAL TERMS AND CONDITIONS APPLY TO THIS PO.

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

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

# Notice of Contract 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>MOBILE MINI INC</b> <b>4646 E VAN BUREN #400</b> <b>PHOENIX, AZ 85008</b> <b>United States</b>
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<b>MOBILE MINI CRANSTON RENTAL OF RESTROOM TRAILER</b>	
Award Number	<b>3679659</b>
Revision Number	<b>0</b>
Effective Period	<b>09-JUN-2020 - 31-DEC-2020</b>
Approved PO Date	<b>10-JUN-2020</b>
Vendor Number	<b>34685-iSupplier</b>

<b>S H I P T O</b>	<b>DOA-DCAMM</b> <b>1 CAPITOL HILL</b> <b>2ND FLOOR</b> <b>PROVIDENCE, RI 02908-5853</b> <b>United States</b>
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Type of Requisition	<b>EMERGENCY</b>
Requisition Number	<b>1660972</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	- <b>Nadeau, Jonathan</b>
Requester Name	
Work Telephone	

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).

PO# 3679659

MOBILE MINI CRANSTON RENTAL OF RESTROOM TRAILER AT \$7,015.00 PER MONTH.

DATES:  
06/09/2020 - 12/31/2021

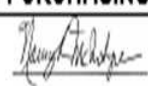
CONTROL VALUE:  
\$49,105.00

AGENCY CONTACT:  
LINDA PROVAZZA

### INVOICE TO

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

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre



401-574-8590

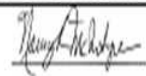
SUPPLIER CONTACT:  
MOBILE MINI INC  
866-344-4092

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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**

**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.

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.

**MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE**

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

**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 "SHIP 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.

#### **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.

#### **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.

## **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

State of Rhode Island

Contract Purchase Agreement 3679659,  
0

Controller.

## 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>MANAFORT BROTHERS INC</b> <b>414 NEW BRITAIN AVE</b> <b>PLAINVILLE, CT 06062</b> <b>United States</b>
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<b>APA-20114 EMERGENCY MANAFORT BROTHERS BARRIER &amp; ROAD PLATE RENTALS AT ALL THREE ALTERNATE HOSPITAL SITES COVID - 19.</b>	
Award Number	<b>3679696</b>
Revision Number	<b>0</b>
Effective Period	<b>10-JUN-2020 - 31-DEC-2020</b>
Approved PO Date	<b>10-JUN-2020</b>
Vendor Number	<b>11653-iSupplier</b>

<b>S H I P T O</b>	<b>DOA-DCAMM</b> <b>1 CAPITOL HILL</b> <b>2ND FLOOR</b> <b>PROVIDENCE, RI 02908-5853</b> <b>United States</b>
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Type of Requisition	<b>EMERGENCY</b>
Requisition Number	<b>1660925</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	- <b>McGurn, Cheryl</b>
Requester Name	
Work Telephone	

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).

AGENCY CONTACT:  
 JAMES FUOCO

VENDOR CONTACT:  
 MANAFORT BROTHERS INC.  
 PETER CALCAGNI  
 401-333-2550

PER THE ATTACHED QUOTES DATED 6/1/2020

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<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

Reference Documents: 1660925.pdf

Line	Description	Unit	Unit Price (USD)
1	APA-20114 FY20-21 EMERGENCY MANAFORT BROTHERS BARRIER RENTALS RICC @ 66/MONTH COVID - 19	Each	1
2	APA-20114 FY20-21 EMERGENCY MANAFORT BROTHERS BARRIER & ROAD PLATE RENTALS CRANSTON SOCKANOSSET @ \$3,905.91/MONTH COVID - 19	Each	1
3	APA-20114 FY20-21 EMERGENCY MANAFORT BROTHERS BARRIER RENTALS QUONSET DAVISVILLE @ \$104.50/MONTH COVID - 19	Each	1

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Nancy R. McIntyre



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**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.

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**PURCHASE AGREEMENT AWARD**

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Vendor.

**REIMBURSEMENT RATE**

COMPENSATION TYPE - REIMBURSEMENT. RATE OF REIMBURSEMENT SET AT \$1 FOR EACH \$1 OF ALLOWABLE EXPENSES.



24 Martin Street, Cumberland, RI 02864  
P: 401.333.2550 F: 401.333.2551 W: Manafort.com

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June 1st, 2020  
Rhode Island Department of Administration  
Division of Capital Asset Management and Maintenance  
1 Capitol Hill  
Providence, RI 02908-5716

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Re: Rapid Response Convention Center Barrier Rental

10 ft Precast Barrier	\$ 5.00 ea
12 Precast Barriers	\$ 60.00
Sub Total	\$ 60.00
OH and Profit 10%	\$ 6.00
<b>Total Monthly Rental (after first 6 months)</b>	<b>\$ 66.00</b>

Very Truly Yours,

*Peter Calcagni*  
Manafort Brothers Inc

**Affirmative Action Equal Opportunity Employer – M/F/Disability/Vet**

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Demolition Remediation Abatement	Nuclear Decommissioning	Concrete	Civil & Utility	Power	Rail & Mass Transit	Highway & Bridges	General Contracting	Alternate Project Delivery
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P: 401.333.2550 F: 401.333.2551 W: Manafort.com

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June 1st, 2020  
Rhode Island Department of Administration  
Division of Capital Asset Management and Maintenance  
1 Capitol Hill  
Providence, RI 02908-5716

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Re: Rapid Response North Kingston Barrier Rental

10 ft Precast Barrier	\$ 5.00 ea
19 Precast Barriers	\$ 95.00
Sub Total	\$ 95.00
OH and Profit 10%	\$ 9.50
<b>Total Monthly Rental (after first 6months)</b>	<b>\$ 104.50</b>

Very Truly Yours,

*Peter Calcagni*  
Manafort Brothers Inc

**Affirmative Action Equal Opportunity Employer – M/F/Disability/Vet**

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Demolition Remediation Abatement	Nuclear Decommissioning	Concrete	Civil & Utility	Power	Rail & Mass Transit	Highway & Bridges	General Contracting	Alternate Project Delivery
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June 1st, 2020  
Rhode Island Department of Administration  
Division of Capital Asset Management and Maintenance  
1 Capitol Hill  
Providence, RI 02908-5716

Re: Rapid Response Cranston Barrier Rental

10 ft Precast Barrier	\$ 5.00 ea
121 Precast Barriers	\$ 605.00
Sub Total	\$ 605.00
OH and Profit 10%	\$ 60.50
<b>Total Monthly Rental (after first 6months)</b>	<b>\$ 665.50</b>

Very Truly Yours,

*Peter Calcagni*  
Manafort Brothers Inc

**Affirmative Action Equal Opportunity Employer – M/F/Disability/Vet**

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Demolition Remediation Abatement	Nuclear Decommissioning	Concrete	Civil & Utility	Power	Rail & Mass Transit	Highway & Bridges	General Contracting	Alternate Project Delivery
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June 1st, 2020  
Rhode Island Department of Administration  
Division of Capital Asset Management and Maintenance  
1 Capitol Hill  
Providence, RI 02908-5716

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Re: Rapid Response Cranston Road Plate Rental

8ftx10ftx1" Road Plate Monthly Rental	\$137.50 ea
8ftx20ftx1" Road Plate Monthly Rental	\$ 288.33 ea
7 8ftx10ft Road Plates Onsite Monthly Rental	\$962.50/Month
7 8ftx20ft Road Plates Onsite Monthly Rental	\$1983.33/Month
Sub Total	\$ 2945.83
OH and Profit 10%	\$ 294.58
<b>Total Monthly Rental</b>	<b>\$ 3,240.41</b>

Very Truly Yours,

*Peter Calcagni*  
Manafort Brothers Inc

**Affirmative Action Equal Opportunity Employer – M/F/Disability/Vet**

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Demolition Remediation Abatement	Nuclear Decommissioning	Concrete	Civil & Utility	Power	Rail & Mass Transit	Highway & Bridges	General Contracting	Alternate Project Delivery
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