



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

**MASTER PRICE AGREEMENT (“MPA”) #309
SOLICITATION #7548839
Effective Period: January 1, 2015 – December 31, 2017
Exercising the First of Three-One Year Terms at the Sole Discretion of the State**

Vendor Award and Respective Categories Awarded

Award #	Vendor Name (Alphabetic Order)	Categories Awarded
<u>3405695</u>	Alliance Environmental Group, Inc.	Category 4
<u>3405705</u>	ATC Group Services	Category 3
<u>3405727</u>	Beta Group, Inc.	Categories 1, 2 and 3
<u>3405733</u>	EA Engineering, Science, and Technology, Inc.	Categories 1, 2 and 4
<u>3405737</u>	EnviroTrac Ltd.	Category 3
<u>3405738</u>	Fuss & O'Neill, Inc.	Categories 1, 2, 3 and 4
<u>3405895</u>	GEI Consultants Inc	Categories 1 and 2
<u>3405899</u>	Gordon R. Archibald, Inc.	Category 3
<u>3405900</u>	Gza Geoenvironmental, Inc.	Categories 1 and 2
<u>3405901</u>	The Louis Berger Group, Inc.	Categories 1, 2 and 3
<u>3405696</u>	Northeast States for Coordinated Air Use Managemen	Category 4
<u>3406278</u>	Pare Corporation	Category 1
<u>3405903</u>	Resource Control Associates, Inc.	Categories 1, 2 and 3
<u>3405904</u>	SAGE Environmental, Inc.	Category 3
<u>3405905</u>	Stearns Conrad and Schmidt Consultant Engineers, I	Category 4
<u>3405906</u>	Vanasse Hangen Brustlin, Inc.	Categories 1, 2, 3 and 4
<u>3405907</u>	Weston & Sampson Engineers, Inc.	Categories 1, 2 and 3
<u>3405908</u>	Woodard & Curran	<u>Categories 1 and 2</u>

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	ENVIRONMENTAL STRATEGIES & MANAGEMENT INC AKA RESOURCE CONTROLS 273 W MAIN ST NORTON, MA 02766 United States
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ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)	
Award Number	3459796
Revision Number	1
Effective Period	23-MAR-2016 - 31-DEC-2017
Approved PO Date	02-DEC-2016
Vendor Number	49709

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	ARCH, ENG & CONSULT
Requisition Number	1460514
Change Order Requisition Number	
Solicitation Number	7548839
Freight	Paid
Payment Terms	NET 30
Buyer	Walsh, Gail -
Requester Name	Hall, Wellington H
Work Telephone	401-222-6825 x4908

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.

CHANGE TO PO #3459796 DATED 11/28/2016

CHANGE EFFECTIVE PERIOD:
 FROM: 03/23/2016 - 12/31/2016
 TO: 03/23/2016 - 12/31/2017

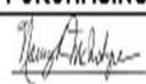
EXERCISING THE FIRST OF THREE ONE-YEAR RENEWAL OPTIONS.

Line	Description	Unit	Unit Price (USD)
1	MPA-309 FY16-17 CATEGORIES 1- 3 - P4 - SALARY & FRINGE	Hour	140

INVOICE TO

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

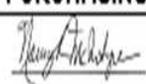
STATE PURCHASING AGENT
 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	BENEFITS		
1.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - P4 - SALARY & FRINGE BENEFITS	Hour	140
2	MPA-309 FY16-17 CATEGORIES 1 - 3 - P3 - SALARY & FRINGE BENEFITS	Hour	115
2.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - P3 - SALARY & FRINGE BENEFITS	Hour	115
3	MPA-309 FY16-17 CATEGORIES 1 - 3 - P2 - SALARY & FRINGE BENEFITS	Hour	100
3.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - P2 - SALARY & FRINGE BENEFITS	Hour	100
4	MPA-309 FY16-17 CATEGORIES 1 - 3 - P1 - SALARY & FRINGE BENEFITS	Hour	85
4.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - P1 - SALARY & FRINGE BENEFITS	Hour	85
5	MPA-309 FY16-17 CATEGORIES 1 - 3 - T2 - SALARY & FRINGE BENEFITS	Hour	65
5.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - T2 - SALARY & FRINGE BENEFITS	Hour	65
6	MPA-309 FY16-17 CATEGORIES 1 - 3 - T1 - SALARY & FRINGE BENEFITS	Hour	50
6.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - T1 - SALARY & FRINGE BENEFITS	Hour	50
7	MPA-309 FY16-17 CATEGORIES 1 - 3 - SECRETARIAL - SALARY & FRINGE BENEFITS	Hour	40
7.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - SECRETARIAL - SALARY & FRINGE BENEFITS	Hour	40
8	MPA-309 FY16-17 CATEGORIES 1 - 3 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - \$1,700/SURVEY	Each	1700
8.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - CLASS I SITE SURVEY OF AREA UP TO 1 ACRE - \$1,700/SURVEY	Each	1700
9	MPA-309 FY16-17 CATEGORIES 1 - 3 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - \$2,500/SURVEY	Each	2500
9.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - CLASS I SITE SURVEY OF AREA 1 TO 5 ACRES - \$2,500/SURVEY	Each	2500
10	MPA-309 FY16-17 CATEGORIES 1 - 3 - CLASS I SITE SURVEY OF AREA 5 to 10 ACRES - \$4,200/SURVEY	Each	4200
10.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - CLASS I SITE SURVEY OF AREA 5 to 10 ACRES - \$4,200/SURVEY	Each	4200
11	MPA-309 FY16-17 CATEGORIES 1 - 3 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN	Hour	80
11.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN	Hour	80
12	MPA-309 FY16-17 TRACER TIGHT TANK TEST: ONE LOCATION/1 TANK - EVENT SPECIFIC PRICING	Each	1

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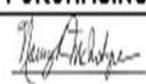
STATE PURCHASING AGENT

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
12.1	MPA-309 FY17-18 TRACER TIGHT TANK TEST: ONE LOCATION/1 TANK - EVENT SPECIFIC PRICING	Each	1
13	MPA-309 FY16-17 TRACER TIGHT TANK TEST: ONE LOCATION/3 TANKS - EVENT SPECIFIC PRICING	Each	1
13.1	MPA-309 FY17-18 TRACER TIGHT TANK TEST: ONE LOCATION/3 TANKS - EVENT SPECIFIC PRICING	Each	1
14	MPA-309 FY16-17 GEOPHYSICS EQUIPMENT & CREW	Day	1800
14.1	MPA-309 FY17-18 GEOPHYSICS EQUIPMENT & CREW	Day	1800
15	MPA-309 FY16-17 GEOPHYSICS EQUIPMENT & CREW	Week	9000
15.1	MPA-309 FY17-18 GEOPHYSICS EQUIPMENT & CREW	Week	9000
16	MPA-309 FY16-17 CATEGORIES 1 - 3 - DRILLING EXPENSES	Each	1
16.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - DRILLING EXPENSES	Each	1
17	MPA-309 FY16-17 CATEGORIES 1 - 3 - EQUIPMENT RATES	Each	1
17.1	MPA-309 FY17-18 CATEGORIES 1 - 3 - EQUIPMENT RATES	Each	1
18	MPA-309 FY16-17 PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 5%	Each	1
18.1	MPA-309 FY17-18 PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 5%	Each	1
19	MPA-309 FY16-17 PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 7%	Each	1
19.1	MPA-309 FY17-18 PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 7%	Each	1
20	MPA-309 FY16-17 PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 5%	Each	1
20.1	MPA-309 FY17-18 PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 5%	Each	1
21	MPA-309 FY16-17 PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 7%	Each	1
21.1	MPA-309 FY17-18 PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 7%	Each	1
22	MPA-309 FY16-17 MISCELLANEOUS SUBCONTRACTORS	Each	1
22.1	MPA-309 FY17-18 MISCELLANEOUS SUBCONTRACTORS	Each	1
23	MPA-309 FY16-17 MISCELLANEOUS OTHER	Each	1
23.1	MPA-309 FY17-18 MISCELLANEOUS OTHER	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

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).

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.

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.

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.

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.



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Department of Administration
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**MASTER PRICE AGREEMENT (“MPA”) #309
SOLICITATION #7548839
Effective Period: January 1, 2015 – December 31, 2016
Renewal Options: Three One-Year Terms at the Sole Discretion of the State**

Vendor Award and Respective Categories Awarded

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V E N D O R	ENVIRONMENTAL STRATEGIES & MANAGEMENT INC AKA RESOURCE CONTROLS 273 W MAIN ST NORTON, MA 02766 United States
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ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)	
Award Number	3459796
Revision Number	0
Effective Period	23-MAR-2016 - 31-DEC-2016
Approved PO Date	03-MAY-2016
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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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Type of Requisition	ARCH, ENG & CONSULT
Requisition Number	
Change Order Requisition Number	
Solicitation Number	7548839
Freight	Paid
Payment Terms	NET 30
Buyer	- Walsh, Gail

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.

PO 3405903 IS CANCELED
MPA-309

VENDOR CHANGE:

FROM: RESOURCE CONTROL ASSOCIATES INC
TO: ENVIRONMENTAL STRATEGIES & MANAGEMENT INC

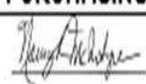
PO 3459796 REPLACES PO 3405903 AND IS ISSUED TO ENVIRONMENTAL STRATEGIES & MANAGEMENT INC FOR THE REMAINDER OF THE CONTRACT

Line	Description	Unit	Unit Price (USD)
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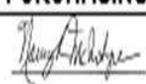
STATE PURCHASING AGENT

Nancy R. McIntyre

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10	MPA-309 FY16-17 CATEGORIES 1 - 3 - CLASS I SITE SURVEY OF AREA 5 to 10 ACRES - \$4,200/SURVEY	Each	4200
11	MPA-309 FY16-17 CATEGORIES 1 - 3 - SITE SURVEY SERVICES - PERSONNEL RATE FOR DRAFTSMAN	Hour	80
12	MPA-309 FY16-17 TRACER TIGHT TANK TEST: ONE LOCATION/1 TANK - EVENT SPECIFIC PRICING	Each	1
13	MPA-309 FY16-17 TRACER TIGHT TANK TEST: ONE LOCATION/3 TANKS - EVENT SPECIFIC PRICING	Each	1
14	MPA-309 FY16-17 GEOPHYSICS EQUIPMENT & CREW	Day	1800
15	MPA-309 FY16-17 GEOPHYSICS EQUIPMENT & CREW	Week	9000
16	MPA-309 FY16-17 CATEGORIES 1 - 3 - DRILLING EXPENSES	Each	1
17	MPA-309 FY16-17 CATEGORIES 1 - 3 - EQUIPMENT RATES	Each	1
18	MPA-309 FY16-17 PERCENTAGE MARKUP - PRIME CONTRACTOR: SUPPLIES/EQUIPMENT - 5%	Each	1
19	MPA-309 FY16-17 PERCENTAGE MARKUP - PRIME CONTRACTOR: SUBCONTRACTORS - 7%	Each	1
20	MPA-309 FY16-17 PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUPPLIES/EQUIPMENT - 5%	Each	1
21	MPA-309 FY16-17 PERCENTAGE MARKUP - TOTAL COMBINED FOR CONTRACTORS & SUBCONTRACTORS: SUBCONTRACTORS - 7%	Each	1
22	MPA-309 FY16-17 MISCELLANEOUS SUBCONTRACTORS	Each	1
23	MPA-309 FY16-17 MISCELLANEOUS OTHER	Each	1

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

Contract Terms and Conditions

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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).

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.

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.

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.

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.



*State of Rhode Island and Providence Plantations
Board of Registration for Professional Engineers*



BE IT KNOWN THAT

Environmental Strategies & Management, Inc.

*having given satisfactory evidence of having the
qualifications required by law is hereby authorized to practice*

**Engineering as a
Corporation**

IN THE STATE OF RHODE ISLAND

Certificate of Authorization No.: 8208

Issued: 04/11/2016

Expires: 06/30/2016

Chairperson

Secretary