



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 | STEARNS CONRAD AND SCHMIDT CONSULTING ENGINEERS INC DBA SCS ENGINEERS 166 VALLEY ST BLDG 3L PROVIDENCE, RI 02909 United States |
|--|---|

| ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309) | |
|---|--------------------------------------|
| Award Number | 3405905 |
| Revision Number | 1 |
| Effective Period | 01-JAN-2015 - 31-DEC-2017 |
| Approved PO Date | 07-DEC-2016 |
| Vendor Number | 42043 |

| | |
|---|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
|---|---|

| | |
|---------------------------------|------------------------------------|
| Type of Requisition | ARCH, ENG & CONSULT |
| Requisition Number | |
| Change Order Requisition Number | |
| Solicitation Number | 7548839 |
| Freight | Paid |
| Payment Terms | NET 30 |
| Buyer | Walsh, Gail |
| 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.

CHANGE TO PO #3405905 DATED 11/28/2016

CHANGE TO EFFECTIVE PERIOD:
 FROM: 01/01/2015 - 12/31/2016
 TO: 01/01/2015 - 12/31/2017

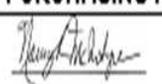
EXERCISING THE FIRST OF THREE ONE-YEAR RENEWAL OPTIONS.

| Line | Description | Unit | Unit Price (USD) |
|------|-------------|------|------------------|
|------|-------------|------|------------------|

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 |

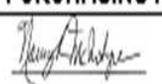
| | | | |
|------|---|------|-----|
| 1 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P4 - SALARY & FRINGE BENEFITS | Hour | 213 |
| 1.1 | MPA-309 - FY17-18 - CATEGORY 4 - P4 - SALARY & FRINGE BENEFITS | Hour | 213 |
| 2 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P3 - SALARY & FRINGE BENEFITS | Hour | 154 |
| 2.1 | MPA-309 - FY17-18 - CATEGORY 4 - P3 - SALARY & FRINGE BENEFITS | Hour | 154 |
| 3 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P2 - SALARY & FRINGE BENEFITS | Hour | 114 |
| 3.1 | MPA-309 - FY17-18 - CATEGORY 4 - P2 - SALARY & FRINGE BENEFITS | Hour | 114 |
| 4 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P1 - SALARY & FRINGE BENEFITS | Hour | 101 |
| 4.1 | MPA-309 - FY17-18 - CATEGORY 4 - P1 - SALARY & FRINGE BENEFITS | Hour | 101 |
| 5 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - T2 - SALARY & FRINGE BENEFITS | Hour | 100 |
| 5.1 | MPA-309 - FY17-18 - CATEGORY 4 - T2 - SALARY & FRINGE BENEFITS | Hour | 100 |
| 6 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - T1 - SALARY & FRINGE BENEFITS | Hour | 63 |
| 6.1 | MPA-309 - FY17-18 - CATEGORY 4 - T1 - SALARY & FRINGE BENEFITS | Hour | 63 |
| 7 | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - SECRETARIAL - SALARY & FRINGE BENEFITS | Hour | 63 |
| 7.1 | MPA-309 - FY17-18 - CATEGORY 4 - SECRETARIAL - SALARY & FRINGE BENEFITS | Hour | 63 |
| 8 | MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS SUBCONTRACTORS | Each | 1 |
| 8.1 | MPA-309 - FY17-18 - MISCELLANEOUS SUBCONTRACTORS | Each | 1 |
| 9 | MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS OTHER | Each | 1 |
| 9.1 | MPA-309 - FY17-18 - MISCELLANEOUS OTHER | Each | 1 |
| 10 | MPA-309 - 1/1/15-12/31/16 - EQUIPMENT RATES | Each | 1 |
| 10.1 | MPA-309 - FY17-18 - EQUIPMENT RATES | Each | 1 |

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

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.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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."

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.



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, 2016
Renewal Options: 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 |
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| <u>3406278</u> | Pare Corporation | Category 1 |
| <u>3405903</u> | Resource Control Associates, Inc. | Categories 1, 2 and 3 |
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| <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
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

STEARNS CONRAD AND SCHMIDT CONSULTING ENGINEERS INC
 DBA SCS ENGINEERS
 166 VALLEY ST
 BLDG 3L
 PROVIDENCE, RI 02909
 United States

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)

Award Number
3405905

Effective Period:
01-JAN-15 - 31-DEC-16

| | | | | |
|--|--|---|--|--|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States | Date: 27-DEC-14 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor # 42043 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States |
| | | | | |

| Department | | Type of Requisition | Bid Number | Requisition Number |
|------------|------|---------------------|------------|--------------------|
| | | | N/A | |
| Line | Item | Item Description | Unit | Unit Price |

| | | | | |
|--|--|---|--|--|
| | | <p>CONTRACT TERM: 1/1/15-12/31/16</p> <p>WITH AN OPTION TO RENEW FOR THREE ADDITIONAL ONE-YEAR TERMS. CONTRACT MAY BE TERMINATED BY THE STATE FOR ANY REASON ON THE ANNIVERSARY DATE WITH THIRTY DAYS' WRITTEN NOTICE.</p> <p>STEARNS CONRAD & SCHMIDT CONSULTANT ENGINEERS, INC. IS APPROVED TO PERFORM SERVICES UNDER CATEGORY 4.</p> <p>ENVIRONMENTAL TECHNICAL ASSISTANCE IN ACCORDANCE WITH THE PROVISIONS OF RFP #7548839 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE. COST PROPOSAL IS ATTACHED.</p> <p>THE ISSUANCE OF THIS CONTRACT IS CONTINGENT UPON THE SUPPLIER FURNISHING CERTIFICATES OF INSURANCE AND EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY BUSINESS ENTERPRISE COMPLIANCE.</p> <p>IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$250,000.00 WITHOUT PRIOR APPROVAL OF THE DIVISION OF PURCHASES.</p> <p>SUPPLIER CONTACT: GREGORY MCCARRON (845) 357-1510 GMCCARRON@SCSENGINEERS.COM</p> <p>AGENCY CONTACTS: TIMOTHY FLEURY (401) 222-2797 EXT. 7147 TIM.FLEURY@DEM.RI.GOV</p> | | |
|--|--|---|--|--|

STATE PURCHASING AGENT

Nancy R. McIntyre

Nancy R. McIntyre



Notice of Blanket Purchase Agreement

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

STEARNS CONRAD AND SCHMIDT CONSULTING ENGINEERS INC
 DBA SCS ENGINEERS
 166 VALLEY ST
 BLDG 3L
 PROVIDENCE, RI 02909
 United States

ENVIRONMENTAL TECHNICAL ASSISTANCE (MPA-309)

Award Number
3405905

Effective Period:
01-JAN-15 - 31-DEC-16

| | | | | |
|--|--|---|--|--|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States | Date: 27-DEC-14 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor # 42043 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States |
| | | | | |

| Department | | Type of Requisition | Bid Number | Requisition Number |
|------------|------|---------------------|------------|--------------------|
| | | | N/A | |
| Line | Item | Item Description | Unit | Unit Price |

| | | | | |
|----|--|---|------|-----|
| | | PAUL KULPA (401) 222-2797 EXT. 7111 PAUL.KULPA@DEM.RI.GOV | | |
| 1 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P4 - SALARY & FRINGE BENEFITS | Hour | 213 |
| 2 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P3 - SALARY & FRINGE BENEFITS | Hour | 154 |
| 3 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P2 - SALARY & FRINGE BENEFITS | Hour | 114 |
| 4 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - P1 - SALARY & FRINGE BENEFITS | Hour | 101 |
| 5 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - T2 - SALARY & FRINGE BENEFITS | Hour | 100 |
| 6 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - T1 - SALARY & FRINGE BENEFITS | Hour | 63 |
| 7 | | MPA-309 - 1/1/15-12/31/16 - CATEGORY 4 - SECRETARIAL - SALARY & FRINGE BENEFITS | Hour | 63 |
| 8 | | MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS SUBCONTRACTORS | Each | 1 |
| 9 | | MPA-309 - 1/1/15-12/31/16 - MISCELLANEOUS OTHER | Each | 1 |
| 10 | | MPA-309 - 1/1/15-12/31/16 - EQUIPMENT RATES | Each | 1 |

STATE PURCHASING AGENT

Nancy R. McIntyre

Nancy R. McIntyre

SCS ENGINEERS

July 25, 2014
File No. 13066214

Department of Administration
Division of Purchases
One Capitol Hill
Providence, Rhode Island 02908
Attention: Gail Walsh, Chief Buyer

Subject: Proposal for Environmental Technical Assistance Contract (MPA #309)
State of Rhode Island Division of Purchases
RFP #7548839 Environmental Technical Assistance Contract
Category 4 – Air Pollution Program

Dear Ms. Walsh:

SCS Engineers (SCS), located in Providence, Rhode Island, herein presents our cost proposal to provide Technical Assistance Contract Services, Category 4-Air Pollution Program Technical Assistance to the State of Rhode Island (State).

Attached with this transmittal letter is our cost proposal (Section D), prepared in accordance with Attachment B from the Request for Proposals #7548839 dated June 20, 2014 (RFP). SCS fully understands and agrees to the Terms and Conditions of the RFP, and by making this submittal are hereby tendering an offer to the State.

Thank you in advance for considering SCS for this opportunity. By signature of this correspondence, SCS affirms the contents and is bound by the commitments of this cost proposal.

Please call either of the undersigned at (845) 357-1510 with any questions.

Sincerely,

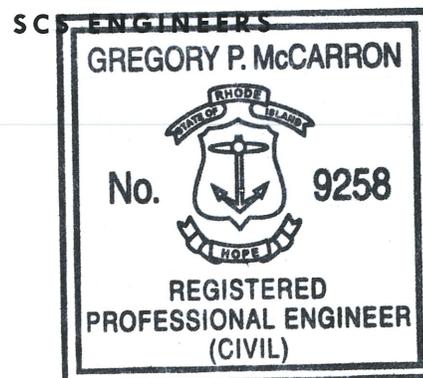


Marcus Scrimgeour, P.E.
Project Manager
SCS ENGINEERS

Enclosures



Gregory P. McCarron, P.E.
Vice President



SCS ENGINEERS

ATTACHMENT A Personnel

The Project Manager and principal personnel who will provide the professional services under this Agreement shall be as included herein.

Labor Classification

Name

PRINCIPAL (P4)

Greg McCarron, PE
Patrick Sullivan, REA, CPP
Tom Rappolt, CPP
Greg Hauser, PE
Joshua Roth, PE

PROJECT MANAGER (P3)

Marcus Scrimgeour, PE, P.Eng.
Lisa Wilkinson, PE

SENIOR ENGINEER/SCIENTIST (P2)

Kristin Irish, PG
Jason Lacasse
Erdal Gurten, PE
David Greene, PE

ENGINEER/SCIENTIST (P1)

Jonathan Hedlund, EIT
Aurora Talero

TECHNICIAN (T2)

Brian Basconi

TECHNICIAN (T1)

Gregory Philips



SCS ENGINEERS

ATTACHMENT B

COSTS

SCS's costs for Technical Assistance Contract Services, Category 4-Air Pollution Program, in accordance with Section 4 of the Request for Proposals #7548839 dated June 20, 2014 are presented below:

a) Personnel Rate schedule for Category 4-Air Pollution Program Technical Assistance:

| Classification | Billing Rate (dollars (\$) per hour) |
|----------------|--------------------------------------|
| P4 | \$ 213/hour |
| P3 | \$ 154/hour |
| P2 | \$ 114/hour |
| P1 | \$ 101/hour |
| T2 | \$ 100/hour |
| T1 | \$ 63/hour |
| Secretarial | \$ 63/hour |

b) Site Survey Services: Surveying services are not applicable to Category 4-Air Pollution Program Technical Assistance.

c) Tank Testing Services: Tank testing services are not applicable to Category 4-Air Pollution Program Technical Assistance.

e) Drilling Services: Drilling services are not applicable to Category 4-Air Pollution Program Technical Assistance.

f) Equipment Inventories:

EQUIPMENT RATES

| Description | Make/Model | Daily Rate* |
|--------------------|---|-------------|
| PID | Rae Systems MiniRae 2000 | \$86 |
| FID | Thermo TVA 1000 | \$185 |
| Water Table Probe | N/A | N/A |
| Peristaltic Pump | N/A | N/A |
| Grundfos Redi-Flow | N/A | N/A |
| XRF | N/A | N/A |
| Field GC | ** | ** |
| Metal Detector | N/A | N/A |
| Explosimeter | Rae Systems VRAE Hand-held 5gas surveyor | \$58 |
| Field TPH Analyzer | N/A | N/A |



SCS ENGINEERS

| Description | Make/Model | Daily Rate* |
|--|---|-------------|
| Immunoassay Field Screen TPH, PCB Per Test | N/A | N/A |
| DO Meter | N/A | N/A |
| Water Quality Meter(s) | N/A | N/A |
| Bladder Pump | N/A | N/A |
| Combustible Gas Instrument | Rae Systems VRAE Hand-held 5gas surveyor | \$58 |
| Landfill Gas Analyzer | CES-Landtec GEM 2000 | \$185 |
| Gas Detector Hand Sampler | Gastec | \$15 |
| Gas Detector Indicator Tubes | Gastec | \$15/sample |
| Vacuum Pump | Thermo Scientific 420 | \$75 |
| Hand-held GPS Device | Trimble Geo XT | \$200 |
| Standard Pitot Tube/Gauges | Dwyer | \$25 |

Notes: * Costs of fuel, calibration media, maintenance, shipping and storage of equipment are incorporated into the rate schedule. Weekly and monthly rates can be provided upon request on a project specific basis.

** Make, model and daily rate of a field gas chromatograph will be based on specific requirements of a project and will be determined on a project-specific basis.



SCS ENGINEERS

SUBCONTRACTOR AND EQUIPMENT MARKUP

In accordance Section 2 of the RFP, SCS provides the following fixed percentage markup rates for supplies, equipment and subcontractors:

PERCENTAGE MARKUP:

PRIME CONTRACTOR: SUPPLIES/EQUIPMENT (%): 6%

Note: The percentage applies only to additional equipment or materials not included on the equipment rate sheet. Equipment listed on the equipment rate sheet will be charged at the rates indicated with no additional markup.

PRIME CONTRACTOR: SUBCONTRACTORS (%): 10%

**TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS:
SUPPLIES/EQUIPMENT (%): 10%**

**TOTAL COMBINED FOR CONTRACTORS AND SUBCONTRACTORS:
SUBCONTRACTORS (%): 15%**

Note: SCS does not anticipate use of subcontractors on this project.



CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****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.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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."

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.