

# 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**

V E N D O R	<b>WILLIAM E MARCHETTI JR</b> <b>DBA W E MARCHETTI CONSULTING LLC</b> <b>9 VICKERY ST</b> <b>WARWICK, RI 02888</b> <b>United States</b>
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<b>MPA-430 OWNER'S REPRESENTATIVE SERVICES FOR ARCHITECTURAL/ENGINEERING AND/OR CONSTRUCTION PROJECTS</b>	
Award Number	<b>3340638</b>
Revision Number	<b>2</b>
Effective Period	<b>13-AUG-2013 - 31-JUL-2018</b>
Approved PO Date	<b>01-JUL-2016</b>
Vendor Number	<b>35246</b>

S H I P  T O	<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> <b>United States</b>
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Type of Requisition	<b>ARCH, ENG &amp; CONSULT</b>
Requisition Number	
Change Order Requisition Number	
Solicitation Number	<b>7461230</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>Bovis, Thomas</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).

CHANGE TO PO #3340638

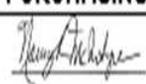
CHANGE EFFECTIVE PERIOD  
 FROM: 08/14/2013 - 07/31/2016  
 TO: 08/14/2013 - 07/31/2018

TIME EXTENSION REQUIRED TO INVOKE OPTION TO RENEW FOR TWO ADDITIONAL YEARS.

### 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

**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 "BILL 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**

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)."

#### **MPA BID AWARD (STATEWIDE APPLICABILITY)**

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

#### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are**

**covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

**ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



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](http://www.purchasing.ri.gov)

CONTRACT USER GUIDE  
OWNER'S REPRESENTATIVE SERVICES FOR ARCHITECTURAL/ENGINEERING  
AND/OR CONSTRUCTION PROJECTS

MASTER PRICE AGREEMENT #430  
CONTRACT TERM: 8/14/13-7/31/16  
WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS

The Division of Purchases issued RFP #7461230 for Owner's Representative Services on February 27, 2013. Seventeen proposals were received on March 25, 2013, of which 15 were recommended for inclusion on MPA-430.

**CONTRACT SUMMARY**

This Master Price Agreement includes qualified firms to provide Owner's Representative Services on an "as needed" basis for one or more Capital Projects, Architectural/ Engineering (A/E) and/or Construction projects.

**WHAT IS AN OWNER'S REPRESENTATIVE VS. PROGRAM MANAGER**

An Owner's Representative is the person designated by the Owner on a particular project who has the authority to give binding consents or approvals required by the contract documents. When the Owner designates an Owner's Representative in the Contract Documents, the Owner is holding that person out to the Contractor as someone authorized to bind the Owner, and the Contractor can rely on the statements of the Owner's Representative. If the Contractor seeks consent from someone who is an employee of the Owner but the Owner has not designated that employee in the Contract Documents as the Owner's Representative, then any reliance by the Contractor on what that person says is misplaced.

If there is a construction project, for example, to repair a building used by the Department of Human Services, the Owner's Representative could be the project manager assigned to manage the project from the staff of DHS, or perhaps someone from capital projects.

A program usually involves multiple projects but can also involve just one. A Program Manager is someone hired by the Owner to assist the Owner in an advisory capacity, on matters that impact the program, during design and construction. Basic services of the program manager primarily relate to overseeing the development and implementation of the program and include creating a program management plan to describe the scope of the program and its requirements,

managing program related information across the multiple projects in the program, developing a program-wide budget and schedule, and establishing quality control guidelines. The program manager can help with economies of scale and coordinate and prioritize resources across projects, and reduce coordination costs and risks across several projects in a program.

#### HOW TO REQUEST OWNER'S REPRESENTATIVE SERVICES

The Owner's Representative method may be selected for a project when it is determined that the following criteria will be met:

- The State cannot manage or supervise the work of specialty trade contractors and will not contract directly with such specialty trade contractors;
- It is in the State's best interest to retain an Owner's Representative to supervise and or monitor the activities of a general contractor; and/or
- It is in the State's best interest to retain an Owner's Representative to supervise and or monitor the engineering and architectural services for a project;

#### WHO CAN USE THIS CONTRACT

This is a Master Price Agreement and, as such, has 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).

#### INSTRUCTIONS FOR USE BY STATE AGENCIES

1. **The state agency will obtain a minimum of three quotes from MPA-430 vendors for a lump sum fixed-fee for a specific project.** At least one Certified Minority Business Enterprise should be solicited whenever possible. The MPA Award Webpage reports the MPA Purchase Orders and identifies Vendors that are a Certified Minority Business Enterprise at the time of award (Ref: Purchases Business Processes <http://www.purchasing.ri.gov/StateAgencyInfoCenter/AgencyLogin.aspx>).
2. **When obtaining three quotes, if a state agency does not wish to select the vendor offering the lowest quote, the agency must provide justification to the Division of Purchases before issuing a notification letter.**
3. **There is a \$50,000 ceiling for any specific project. Projects estimated to be more than \$50,000 and not to exceed \$250,000 are subject to prior-written approval by the Division of Purchases. Projects expected to exceed \$250,000 must be solicited as a Request For Proposal (RFP).**
4. The state agency will send a notification letter (sample attached) to the recommended vendor in which the following information is requested:
  - An agreement outlining the scope and special terms & conditions covering the work, executed by both the Agency Chief Executive and the vendor's authorized agent (Sample Standard Form of Agreement is Attached).
  - A completed Minority Business Enterprise Plan.
  - Certificates of Insurance showing minimum limits of coverage as follows:

**Commercial General Liability Insurance:** covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. Including personal and advertising injury liability,

independent contractors, products completed operations, contractual liability and broad form property damage coverage. Coverage shall be written on an occurrence basis. A combined single limit of \$1,000,000 per occurrence and aggregate is required.

**Errors and Omissions Insurance:** covering any damages caused by an error, omission or any negligent acts of contractor, its subcontractors, agents, officers or employees under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000.

**Auto Liability Insurance:** covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of \$1,000,000 will be obtained.

**Workers Compensation and Employers Liability:** in compliance with the compensation laws of the State of Rhode Island. Coverage shall include Employers Liability Insurance with minimum limits of \$100,000 each accident, \$500,000 disease or policy limit, \$100,000 each employee.

The Owner shall be defended, indemnified and held harmless to the full extent of any coverage actually secured by the contractor in excess of the minimum requirements set forth above. Independent contractors who are neither eligible for, nor entitled to workers compensation must file with the Department of Labor and Training, Division of Workers Compensation a "Notice of Designation as Independent Contractor" pursuant to R.I. Gen. laws § 28-29-17.1 naming the State of Rhode Island Department of Administration as the hiring entity.

The liability insurance coverage, except professional liability, errors and omissions, or workers compensation required for the performance of the contract shall include the State of Rhode Island, the Department of Administration, and its divisions, officers and employees as additional insured, but only with respect to the contractor's activities under any contract issued pursuant to MPA-430.

The insurance required under any contract issued pursuant to MPA-430, through a policy or endorsement shall include: A) a waiver of subrogation waiving any right to recover the insurance company may have against the State. B) a provision that the contractor's insurance coverage shall be primary as respects any insurance, self insurance or self retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the contractor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty days (30) written notice from the contractor or its insurer(s). Failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of any contract issued pursuant to MPA-430.

Successful MPA-430 contractors shall furnish Certificate(s) of Insurance to the state agency at least 48 hours prior to the commencement of work. A copy of additional insured wording from the commercial liability insurance policy will be sent along with the insurance certificate. Failure to comply with this provision shall result in cancellation of any contract issued pursuant to MPA-430.

Insurance coverage shall be obtained from insurance companies authorized by the Department of Business Regulation to transact business in Rhode Island.

MPA-430 contractors shall pay for all deductibles, self-insured retentions and/or self- insurance included hereunder.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

When the above information has been obtained, the state agency will send the following documentation to the Division of Purchases and request that a purchase order be issued:

- A Zero Dollar Requisition to Include Project Amount
- Scope of Work
- Quotes Received
- Memorandum Signed by Agency Summarizing Responses and Recommending Vendor
- Copy of notification letter\*
- Copy of signed agreement (A standard form of agreement is being finalized and will be posted in Agency Information Center – Division of Purchases website)
- MBE Compliance\*
- Certificates of Insurance as detailed above

\*These documents are posted in Agency Information Center – Division of Purchases website.

#### STATE AGENCIES PLEASE TAKE NOTE:

No Vendor shall provide services or begin work unless and until a valid Purchase Order approved by the Agency has been issued and received by Vendor. In no event shall a Vendor deliver goods or provide services until such time as a duly authorized release document is certified by the ordering Agency. A Vendor will not be entitled to any payment for services rendered or work completed outside of this policy.

- In accordance with R.I. Gen. Laws § 37-2-54(c), “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.”
- State Purchasing Regulation 8.7.1 – “All agreements and changes to scope of work, price, or other terms shall be incorporated into purchase orders via “change order” documents incorporating contract amendments.”
- State Purchasing Regulation 8.7.2 – “Change Orders issued by the Office of Purchases shall be the only binding documents which may create a change in a purchase order.”
- State Purchasing Regulation 8.7.3 – “Personnel shall not commit the state to technical / contractual changes to purchase orders without first securing all necessary approvals.”

Division of Purchases Contact: Thomas Bovis  
Interdepartmental Project Manager (401) 574-8119  
[Thomas.Bovis@purchasing.ri.gov](mailto:Thomas.Bovis@purchasing.ri.gov)



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

INSERT DEPARTMENT HERE  
INSERT DIVISION HERE  
INSERT ADDRESS HERE  
PHONE FAX  
TDD

Request for Quote “RFQ” – Owner’s Representative Services For Architectural/Engineering And/Or Construction Projects, **PROJECT NAME- LOCATION, RI**

Solicited under State of Rhode Island Master Price Agreement # 430

DATE OF REQUEST FOR QUOTE  
INSERT DATE OF REQUEST FOR QUOTE

PROPERTY DESCRIPTION  
INSERT PROPERTY DESCRIPTION

HISTORY/BACKGROUND  
INSERT HISTORY AND BACKGROUND

INTENT  
INSERT THE INTENT

A **SELECT mandatory/non-mandatory** site walkthrough will be conducted at **INSERT LOCATION**.  
**INSERT DATE->**

Questions regarding this Request for Quote are due to the **INSERT AGENCY** no later than  
**INSERT DATE->**

Vendor Submissions are due via email or hardcopy to the **INSERT AGENCY** no later than  
**INSERT DATE->**

Division contact:  
**NAME, TITLE                      401-XXX-XXXX                      email: email.address@XXX.ri.gov**

The following Owner’s Representative Services For Architectural/Engineering And/Or Construction Projects services will be required:

1. **INSERT REQUIRED XXX SERVICES**

**Anticipated Project Phases:**

1. **INSERT DESIGN PHASES**

Example phases include:  
Schematic Design Phase  
Design Development Phase  
Construction Documentation Phase  
Bid Phase  
Construction Administration Phase

**Preliminary Schedule:**

1. **LIST SCHEDULE AND DURATIONS**

**Pricing:**

Vendors are requested to provide pricing in the following format:

1. Provide a lump-sum fixed fee for the work described above \$\_\_\_\_\_
2. Provide an hourly breakdown of the above lump-sum fixed fee for all personnel roles associated with the project (including primary and secondary).

Personnel	Hourly Rate	Number of Hours
_____	_____	_____
_____	_____	_____

**Attachments:**

1. INSERT ATTACHMENT LIST IF APPLICABLE \_\_\_\_\_

AGENCY LETTERHEAD

Date

Vendor Contact.  
Vendor Company.  
Street (PO).  
City., State. ZipCode.

Vendor Email.

SAMPLE

Re: 1) MPA# ### , MPA Title : Agency Project Name  
2) Amount: Buyer insert the type of Quote/Estimate – ex. "lump-sum fixed-fee" \$Dollar Amount

Dear Mr./Ms. Vendor Contact.:

This letter is to notify you that the Agency/Division "Agency" is authorized to begin contract negotiations with Vendor Company Name for the above referenced project. This tentative selection may be revoked by the "Agency" if your company fails to satisfy any of the requirements of this letter or the solicitation.

No work may commence until your company has received a Purchase Order issued by the Division of Purchases and, in addition, an authorization from the user Agency. Prior to issuance of a purchase order by the Division of Purchases, your company must provide the documentation listed below to the Agency by Calendar Date stated as "Week Day", "Month", "Date", "YYYY" – requirement is 21 calendar days from date of letter.. Submit all documentation, to: Agency Staff Name, Agency Mailing Address, Email: Agency Staff Email. Failure to timely provide the required documentation may result in the revocation of this notification by the Agency.

Please provide the following documents indicated by a :

- 1)  Agreement outlining the scope and special terms and conditions covering the work, *executed by both the Agency Chief Executive and an authorized representative of your firm .*
- 2)  Vendor Awards of \$10,000 or more are required to submit a completed Minority Business Enterprise Plan. Submit Plan to Division of Purchases, Minority Business Office, One Capitol Hill, 2<sup>nd</sup> Floor, Providence, Rhode Island 02908. For further information, contact Dorinda Keene at (401) 574-8253 or dorinda.keene@doa.ri.gov .
- 3)  Certificates of insurance in accordance with the MPA Bid Solicitation. When commercial general liability is required, ensure that the Agency is the Certificate Holder and Both the Agency and the State of Rhode Island are Additional Insured.

Please contact me if you have any questions regarding this letter.

Sincerely,

Agency Contact Name  
Agency Contact Title  
Telephone Number

cc: Dorinda Keene – MBE  
RI Division of Purchases MPA Buyer



# Notice of Contract Purchase Agreement

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

WILLIAM E MARCHETTI JR  
DBA W E MARCHETTI CONSULTING LLC  
9 VICKERY ST  
WARWICK, RI 02888  
United States

MPA-430 OWNER'S REPRESENTATIVE SERVICES FOR ARCHITECTURAL/ENGINEERING AND/OR CONSTRUCTION PROJECTS	
<b>Award Number</b> 3340638	<b>Effective Period:</b> 13-AUG-13 - 31-JUL-16

<b>S H I P  T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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<b>Date:</b>	19-AUG-13
<b>Buyer:</b>	T Bovis
<b>Shipping:</b>	Paid
<b>Terms:</b>	NET 30
<b>Vendor#:</b>	35246

<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

CONTRACT TERM: 8/14/13-7/31/16  
WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS

MASTER PRICE AGREEMENT #430

PROVIDE OWNER'S REPRESENTATIVE SERVICES FOR ARCHITECTURAL/ENGINEERING AND/OR CONSTRUCTION PROJECTS IN ACCORDANCE WITH THE PROVISIONS OF RFP #7461230 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE.

STATE AGENCIES MUST REVIEW ALL INSTRUCTIONS AND REQUIREMENTS BEFORE SOLICITING QUOTES.

VENDOR RATE STRUCTURE IS ATTACHED.

VENDOR CONTACT:  
WILLIAM E. MARCHETTI JR., MANAGER  
TEL: (401) 467-5509  
FAX: (866) 906-3861  
EMAIL: BILLM1@COX.NET & BILL@WEMCONSULTING.COM

<b>STATE PURCHASING AGENT</b>
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements

Rate/Rates Structure, Letter of Interest W. E. Marchetti, Consulting, LLC  
MPA-430 Owner's Representative Services for Rhode Island Capital Projects  
(Architectural/Engineering and/or Construction)  
RFP N<sup>o</sup> 7461230

**RATE/RATE STRUCTURE**

**W. E. Marchetti Consulting, LLC**

William E. Marchetti, Jr., Manager

Nine Vickery Street

Warwick, Rhode Island 02888-1409

Contractor Registration N<sup>o</sup> 1590

401-467-5509 Home

1-866-906-3861 Digital Fax

401-524-6811 Mobile

[billm1@cox.net](mailto:billm1@cox.net)

[bill@wemconsulting.com](http://bill@wemconsulting.com)

SUBMITTED FOR: **Letter of Interest (LOI) N<sup>o</sup> 7461230 entitled...**  
MPA-430 Owner's Representative Services for Rhode Island Capital Projects  
(Architectural/Engineering and/or Construction)  
Master Price Agreement (MPA)

SUBMITTED TO: **State of Rhode Island, Department of Administration**  
Division of Purchases  
Attention, Mr. Thomas Bovis and Team  
One Capitol Hill, Second Floor  
Providence, Rhode Island 02908

Dear Mr. Bovis:

Please accept the following information Related to the Rates/Rate Structure as requested in Section 6.6 of the RFP, for the "MPA-430 Owner's Representative Services for Rhode Island Capital Projects" (Architectural/Engineering and/or Construction) RFP N<sup>o</sup> 7461320.

The following rates apply to services provided by W. E. Marchetti Consulting, LLC and exclude reimbursables<sup>1</sup> which we understand will be presented in advance to DOA, for authorization and written approval. W. E. Marchetti Consulting, LLC will markup reimbursables at four percent (4%) except in cases where it is noted otherwise that markup is waived.

Professional Rates are as Follows:

Rates published herein include all Overhead and Profit, however exclude reimbursables. See Comments for Exclusions and Highlights for further level of service details that may apply.

<sup>1</sup> Examples of typical items considered as reimbursable expenses are items and services such as but not limited to... Printing, Project Trailers and related equipment, such as phones (fees), data (fees), electric, copiers, furniture and office supplies. Specialized tools, software and equipment required to carry out specific request of DOA, including software not customarily used by W. E. Marchetti Consulting, LLC to conform to standards established by DOA. Temporary Staff and Consultants that may be required to carry out focused responsibilities of the project or to compliment work requirements. Travel outside of Rhode Island where costs will be billed at the IRS Published Travel Reimbursements, from the RI state boarder for auto, plus tolls, meals, hotels, transportation, by taxi, railroad, and air as may be required.



DESCRIPTION	RATE	COMMENTS and FURTHER DETAILS
William E. Marchetti Jr.	\$120. <sup>00</sup> Per Hour	Based on <u>Short Term Assignments</u> <sup>2</sup> defined as assignments that are less than two (2) months and require less than twenty (20) hours per week. This rate includes SharePoint Database Access and Micro Web Spaces <sup>3</sup> for the period of project assignment. Additionally, this rate includes minimal administrative assistance time.
William E. Marchetti, Jr.	110. <sup>00</sup> Per Hour	Based on Long Term Assignments defined as assignments that are more than two (2) months and require time of up to or average forty (40) hours per week. This rate includes SharePoint Database Access and Micro Web Space for the period of project assignment. Additionally, this rate includes minimal administrative assistance. Annual Rates provided in this fee schedule provide higher cost efficiencies to the state and the rates are illustrated below based on annual contract basis.
William E. Marchetti, Jr.	\$960. <sup>00</sup> Daily	Half Day (4 hours) Minimum applies to this Rate based at 8 Hours. This rate includes SharePoint Database Access and Micro Web Space for the period of project assignment. Additionally, this rate includes minimum administrative assistance.
William E. Marchetti, Jr.	\$4,400. <sup>00</sup> Weekly	Weekly 5 Day Rate at 8 Hours Daily each average. This rate includes SharePoint Database Access and Micro Web Space for the period of project assignment. Additionally, this rate includes minimum administrative assistance.
William E. Marchetti, Jr.	\$17,600. <sup>00</sup> Monthly	Monthly Rate based on average 20 days at 8 hours each average. This rate includes SharePoint Database Access and Micro Web Space for the period of project assignment.

<sup>2</sup> It should be noted that credits will not be applied to rates on short term commitments if the assignment extends beyond the original anticipated period of assignment unless otherwise expressly noted here-in. This is a typical condition.

<sup>3</sup> Micro Websites are web spaces that can highlight information DOA needs to obtain outside the SharePoint Services, such as documents, photos, and etc. It is implemented to assure temporary portal to information in lieu of FTP Sites.

PROPOSAL FOR SERVICES



Additionally, this rate includes minimum administrative assistance.

William E. Marchetti, Jr. (No Administrative Assistance)	\$175,000. <sup>00</sup> Annual	This rate is based on an annual commitment by contract. This rate includes SharePoint Database Access and Micro Web Space for the period of project assignment. This rate <u>Excludes Administrative Assistance</u> . This rate works out to approximately <b>\$84.00 Per Hour</b> with all overhead expenses included and does not include Technical Assistants Level One and Level Two.
William E. Marchetti, Jr. (Includes Administrative Assistance)	\$228,500. <sup>00</sup> Annual	This rate is based on an annual commitment by contract and includes SharePoint Database Access and Micro Web Space for the period of project assignment. This rate <u>Includes Administrative Assistance</u> . This rate works out to approximately \$109. <sup>86</sup> Per Hour with all overhead expenses included, Except Technical Assistants Level One and Level Two.
Technical Assistant Level One	\$ 100.00 Per Hour	This is the rate that will provide a field representative with extensive field experience with regard to construction. (Sub-Contracted Services and In-House Staff as may be required). Long term assignments will reflect lower rates; however these rates will need to be negotiated.
Technical Assistant Level Two	\$75. <sup>00</sup> Per Hour	Will provide field support, inspection, shop drawing review, data base management, attendance at job meetings and other miscellaneous services throughout the project or portions thereof. (Sub-Contracted Services and In-House Staff where project commitment allows for FTE) Includes all overhead and Profit associated with this service.
Administrative Assistant	55. <sup>00</sup> Per Hour	This person will provide home and field office administrative assistance.
Odeh Engineers		
Principal M. David Odeh	\$210. <sup>00</sup> Per Hour	W. E. Marchetti Consulting, LLC will NOT mark up these Services.
Principal David J. Odeh	\$185. <sup>00</sup> Per Hour	W. E. Marchetti Consulting, LLC will NOT mark up these Services
Staff Engineer	\$135. <sup>00</sup> Per Hour	W. E. Marchetti Consulting, LLC will NOT mark up these Services.

PROPOSAL FOR SERVICES



Geisser Engineering

See Rate Table,  
attached here-in

W. E. Marchetti Consulting, LLC will NOT  
mark up these Services.

Stephen Turner Inc.

Fees will be based on the Current MPA  
Stephen Turner, Inc currently has with the  
State of Rhode Island. W. E. Marchetti  
Consulting, LLC will NOT mark up those  
services.

Rates published herein include all Overhead and Profit, however exclude reimbursables. See Comments for Exclusions and Highlights for further level of service details that may apply.

**FIXED FEE BASED ON PERCENTAGE OF TOTAL CONSTRUCTION COSTS<sup>4</sup>**

Project Value Range	Percentage	Details
Less than \$500,000	12.67%	Based on average 1 person for up to 6 months of service with minimal administrative assistance staffing.
\$500,001 to \$1,000,000	9.50%	Based on average 1 person for up to 9 months of service with minimal administrative assistance staffing.
\$1,000,001 to \$ 5,000,000	4.22%	Based on average 1 person for up to 10 months of service with administrative assistance staffing.
\$5,000,001 to \$10,000,000	5.07%	Based on average 2 persons for up to 12 months of service with administrative assistance staffing.
\$10,000,001 to \$20,000,000	2.96%	Based on average 2 persons for up to 14 months of service with administrative assistance staffing.
\$20,000,001 to \$30,000,000	3.17%	Based on average 2 persons for up to 18 months of service with administrative assistance staffing.
\$30,000,001 to \$40,000,000	2.64%	Based on average 2 persons for up to 20 months of service with administrative assistance staffing.
\$40,000,001 to \$50,000,000	2.77%	Based on average 2.5 persons for up to 21 months of service with administrative assistance staffing.

<sup>4</sup> The costs provided for Percentage Fixed Fee is established here-in to provide baseline costs as requested required as part of this RFP, however is based on variable assumptions. While these figures are based on project value, it should be noted that the value of a project is NOT indicative of complexity, size, hours required to staff and the overall time line it takes to develop, commence and complete a project. We believe these are good benchmark figures however given the unknown variables due to the nature that this RFP request format is based, the fees provided on a percentage basis is solely based on assumptions and has to be revisited once a project or service details become specific to protect the interest of both DOA and W. E. Marchetti Consulting, LLC.



# FEE SCHEDULE FOR GEISSER ENGINEERING CORPORATION

CONSULTING ENGINEERS  
227 WAMPANOAG TRAIL  
RIVERSIDE, RI 02915

TELEPHONE (401) 438-7711  
FAX (401) 438-0281  
EMAIL [gge@geissereengineering.com](mailto:gge@geissereengineering.com)  
OR [ggeisser@aol.com](mailto:ggeisser@aol.com)

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PRE-CONSTRUCTION SURVEY for structures adjacent to demolition and construction. Includes copies of a typewritten report with written and photographic documentation of existing and visible physical conditions, interior and exterior.

\*\*Quote Provided Upon Request

POST-CONSTRUCTION SURVEY of structures adjacent to demolition and construction, including copies of a typewritten report.

\*\*Quote Provided Upon Request

SEISMIC MONITORING AND VIBRATION MONITORING

\$450.00/Day

CONSULTING ENGINEER (Registered Professional Engineer)

\*\*Quote Provided Upon Request

SPECIAL INSPECTOR for IBC and RI BUILDING CODE

\$750.00/Month

SURVEYING CREW

\$1200.00/Day - 2 Person Crew

\$1400.00/Day - 3 Person Crew

SOILS TECHNICIAN (Sand Cone Method or Nuclear Densometer Method) for field density determination and supervision of compacted fill and allied operations.

\$200.00/Half Day and \$320.00/Day

SIEVE ANALYSIS

Dry Method

\$70.00/Single Sample

\$65.00/Additional Samples Per Report

STANDARD PROCTOR for determination of maximum dry unit weight and moisture-density relationships.

\$90.00/Proctor

LOAM TESTING includes determination of pH, percent organic matter and fertilizer requirements.

\$140.00/each

L. A. ABRASION

\$250.00/Sample

HYDROMETER

\$325.00/Sample

PILE LOAD TEST includes consultation during start-up, test monitoring and preparation of settlement/rebound curves.

\*\*Quote Provided Upon Request

PILE INSPECTION includes monitoring of pile driving operations and a typewritten pile driving record.

\$260.00/Half Day and \$400.00/Day

CONCRETE FIELD INSPECTION including test cylinder fabrication, air content tests and unit weight determination.

\$200.00/Half Day and \$320.00/Day

CONCRETE PLANT CONTROL

\$200.00/Half Day and \$320.00/Day

MASONRY/GROUT INSPECTION including fabrication of test specimens.

\$200.00/Half Day and \$320.00/Day

CONCRETE/GROUT/MORTAR SPECIMENS including storing, testing and a typewritten report for specimens delivered to our laboratory.

\$11.25/Specimen – 6" x 12"

\$9.50/Specimen – 4" x 8"

MASONRY TEST PRISMS

\$80.00/Prism

TEST CYLINDER MOLDS

6" x 12"

\$33.00/Carton

\$1.80/Single Mold

4" x 8"

\$30.00/Carton

\$1.50/Single Mold

REVIEW OF CONCRETE MIX

\$100.00/Mix

MOISTURE KITS placed by an assistant project engineer, secure and provide data.

\$20.00/Kit and \$85.00/Hour for Project Engineer.

TRIAL MIX - 3 POINT

\$70.00/Hour plus test cylinders, Minimum of \$650.00

ASPHALT OR CONCRETE CORE DRILLING for compressive strength samples

\$500.00/Four Hour Minimum

\$900.00/Day

SINGLE CONCRETE COMPRESSIVE STRENGTH SPECIMEN including saw-trimming of specimens and a typewritten report.

\$40.00/Specimen

WINDSOR PROBE TESTING of concrete for compressive strength.

\$300.00/plus \$25.00/Probe

WINDSOR PENETROMETER TESTING of brick and mortar for compressive strength.

\$300.00/plus \$25.00/Probe

CONCRETE MASONRY UNIT TESTING includes compressive strength, absorption, moisture content and dry weight.

\$90.00/Unit

STRUCTURAL STEEL INSPECTION including torque testing of bolts.

\$260.00/Half Day and \$400.00/Day

REINFORCING STEEL INSPECTION - Visual (no charge if conducted along with Concrete Inspection)

\$250.00/Half Day and \$400.00/Day

WELDING INSPECTIONS - VISUAL

\$260.00/Half Day and \$400.00/Day

ULTRASONIC WELD INSPECTION - LEVEL II

\$180.00 per hour

CERTIFIED WELDING INSPECTOR (CWI)

\$75.00/Hour, minimum of four (4) hours

PROFOMETER SEARCH FOR REINFORCEMENT

\$325.00/Half Day and \$500.00/Day

WELDER CERTIFICATION TESTING

\$60.00/Each Bend Test  
\$75.00/Each Tensile Test

BITUMINOUS CONCRETE PLANT INSPECTION

\$250.00/Half Day and \$390.00/Day

ROOFING PLACEMENT INSPECTION

\$250.00/Half Day and \$390.00/Day

SAW-CUTTING OF MISCELLANEOUS TEST SPECIMENS

\$45.00/Hour – Minimum one (1) hour

MAGNETIC PARTICLE WELD INSPECTION

\$60.00/Hour, minimum of four (4) hours

DYE PENETRANT WELD INSPECTION

\$60.00/Hour, minimum of four (4) hours

WELDER CERTIFICATION - WITNESSING OF TEST WELDS

\$250.00/Half Day and \$390.00/Day

BITUMINOUS CONCRETE PLACEMENT INSPECTION

\$250.00/Half Day and \$390.00/Day

FLOOR INSPECTION determine floor flatness and levelness of concrete floors according to ACI 117.

\*\*At Cost (Out Sourced)

MISCELLANEOUS LABORATORY TESTING

\$80.00/Hour

TRANSPORTATION BY GEISSER PERSONNEL of soils, fill material, concrete test cylinders or other material for testing.

\$45.00/Hour plus mileage

FIREPROOFING INSPECTION includes thickness determination, procuring test samples and adhesion testing.

\$55.00/Hour - Minimum four (4) hours

FIREPROOFING SAMPLES includes unit weight and density determinations.

\$40.00/Each

SPECIAL TESTING SERVICES

\*\*Quote Provided Upon Request

ASPHALT EXTRACTION

\$100.00/Extraction

MECHANICAL ANALYSIS on extracted asphalt sample.

\$60.00/Each

THEORETICAL SPECIFIC GRAVITY for single aggregate mix.

\$135.00/Each

ASPHALT SAMPLE SPECIFIC GRAVITY AND PERCENT AIR VOIDS (Note: Percent air voids requires determination of Theoretical Specific Gravity also.)

\$250.00/Each

SAW-CUTTING OF TEST SPECIMENS for laboratory analysis.

\$25.00/Specimen

MARSHALL STABILITY

\$350.00/Initial Sample, \$70.00/Each Additional Sample in Same Set and \$500.00/Three Point Trial

PERSONNEL

\$150.00/Hour for PRINCIPAL

\$1200.00/Day for TWO PERSON SURVEY CREW

\$105.00/Hour for CHIEF ENGINEER

\$1400.00/Day for THREE PERSON SURVEY CREW

\$105.00/Hour for STRUCTURAL ENGINEER

\$90.00/Hour for SENIOR PROJECT ENGINEER

\$85.00/Hour for PROJECT ENGINEER/SURVEYOR \$450.00/Day for RESIDENT INSPECTION

\$85.00/Hour for ASSISTANT PROJECT ENGINEERS

\$85.00/Hour for PROJECT ENGINEER/CAD OPERATOR

\$35.00/Hour for TYPIST

DIRECT EXPENSES - Telephone and facsimile, postage, printing and reproduction, travel and subsistence.

At Cost.

TECHNICAL SERVICES BY OTHERS

MILEAGE

At Cost Plus 20%

\$0.45/Mile

TERMS AND CONDITIONS

1. There is a minimum charge of 4 hours for all field testing services. Where more than 4 hours are required, a minimum of 8 hours will be charged. Our Normal working hours are 7:00 AM to 5:00 PM. A 1 2 times overtime charge will be applied to all work performed over 8 hours per day, and on Saturday, Sunday and holidays.
2. Mileage for personnel will be charged at the rate of 45 cents per mile from our office to the project site and return.

3. All charges for services are port to port unless other arrangements are made.
4. Notice of Cancellation - Client will be invoiced for a min. of one half day for any inspection not canceled prior to 5:00 PM the previous day.
5. Prices quoted include three (3) copies of the associated report. Extra copies will be invoiced at a rate of 50 cents per copy.
6. All accounts are net due and payable within 30 days of the invoice date. A service charge of 1 2 percent per month (18 percent annual rate) will be charged to all accounts over 30 days.
7. Our standard company insurance coverage limits include the following:
  - Comprehensive General Liability - \$1,000,000; Automobile Liability - \$1,000,000; Workers' Compensation & Employees Liability - \$1,000,000 and Umbrella Coverage Limited to \$5,000,000 - Professional Liability - \$2,000,000 . Any additional insurance coverage required will be invoiced at cost.
8. We will undertake the requested services as contracted for by the client and complete them in a workmanlike manner in accordance with accepted professional engineering standards. We will not be responsible for adverse results and conditions which arise from actions of third parties or the client in the absence of an authorized representative of this corporation and expressly disclaim any and all liability, claims of negligence, loss and damages for acts which may occur during said absence.

**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 "BILL 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**

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)."

#### **MPA BID AWARD (STATEWIDE APPLICABILITY)**

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

#### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are**

**covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

**ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.