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

CONTRACT USER GUIDE
ARCHITECTURAL and ENGINEERING SERVICES
MASTER PRICE AGREEMENT #494 CONTRACT
TERM: 3/1/14 - 12/31/16

BACKGROUND:
The Division of Purchases issued RFP #7537383 for Architectural and Engineering Services on December 2, 2013. Fifty firms submitted proposals on December 30, 2013 for multiple architectural and engineering disciplines, including Civil, Architectural, Mechanical, Structural, Electrical, Plumbing, and Fire Alarm/ Fire Suppression Systems. Purchase orders are issued to 48 firms for a variety of disciplines. Rankings are provided for each of the disciplines. Renewal Options have been exercised.

CONTRACT SUMMARY:
This Master Price Agreement includes qualified firms to provide design services on an "as needed" basis for individual projects for Architectural and/or Engineering (A/E) Services. The MPA is intended to service smaller short-term projects (see caps below).

PROJECT PHASES:
The Project Phases Guide provided as "Attachment A" details the "project phases" typical of small to medium scale projects for which Architectural and Engineering Services may be provided under MPA #494.

WHO CAN USE THIS CONTRACT
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:
The state agency will **obtain a minimum of three written responsive quotes from pre-qualified MPA-494 vendors for a lump sum fixed-fee for a specific project**. Therefore, agencies should not request a technical and cost evaluation when requesting a quote. Requests for quotation should include a clear description of the project, its size, complexity, time schedule and any special requirements. [See the sample Request for Quote provided as "Attachment B".] With the exception of the Architectural and Civil, agencies should make every effort to request quotes from all firms within the designated lead discipline. The specialty disciplines and associated tasks are described below in "Disciplines." Agencies should examine the different descriptions to determine

the most appropriate lead discipline for any project. When obtaining quotes from the Architectural discipline agencies should solicit quotes from the two minority business firms.
Approved vendor rate structure pricing for hourly rates for the three primary roles in each qualifying discipline is attached to each purchase order. These rates can be used as a guide when vendors submit their lump sum fixed-fee quotes, and do not replace the requirement to use lump sum fixed-fee arrangement; hourly rates for primary and secondary roles will be utilized by the agencies in verifying progress payments, and in establishing appropriate compensation due to the vendor in the event the project is abandoned.

Proposals shall also include a matrix of all proposed personnel roles, and their total project involvement (in hours). These hours, when multiplied by the hourly rates provided by the vendor, shall total the lump-sum fixed fee quote submitted. Progress billings will include documentation of units of service provided at the agreed rates.

Quotes shall be solicited with a stated deadline for submission of the quotation. The MPA includes a minimum of seven, and up to twenty qualified vendors in each of the seven design disciplines. Vendor rankings are attached; the ranking is based on a combination of technical qualifications and pricing. When soliciting quotes, sufficient vendors shall be solicited to generate three responsive lump sum fixed fee quotes.

The Division of Purchases recommends lowest responsive, responsible bidder; however, if an agency does not select the low bidder, the agency must prepare a written justification to the Division of Purchases and receive approval from the Division prior to proceeding with the notification letter.

There is a $50,000 cap for any specific project. Above $50,000 and up to $150,000, projects are subject to prior written approval by the Division of Purchases. Projects expected to exceed $150,000 must be solicited as a Request for Proposal.

The state agency will send a notification letter [See the sample notification letter provided as "Attachment C".] 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. No work or services shall be performed by an MPA-494 vendor for a user agency project until issuance of a purchase order by the Division of Purchases.

- A completed Minority Business Enterprise Plan.

- Equal Employment Opportunity Compliance Certificates & Agreements and Certificates of Insurance are on file for each awarded vendor and do not require restatement. Insurance minimum limits of coverage are as follows:

Comprehensive 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 for bodily injury, and a combined single limit of $500,000 per occurrence and aggregate.

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.

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-494.

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 as a text attachment internal to the requisition.
- Scope of Work
- Three responsive quotes received, plus identification of other quotes solicited and result
- Memorandum Signed by Agency Summarizing Responses and Recommending Vendor
- Copy of notification letter*
- Copy of signed project agreement
- MBE Compliance for the project engagement.*

*These documents are posted in "Agency Information" Center – Division of Purchases website, "MPA-494 Folder".

DISCIPLINES- Scopes of Work

A. Architectural Services:

Typical architectural services may include, *inter alia*, the following:

- Evaluations of existing building interior and exterior conditions.
- Design of new buildings or renovation of existing buildings from conceptual through construction administration, not limited to preparation of specifications and drawings, cost estimates, review of construction change orders and payment requisitions, and assisting the owner in close out documentation tracking and final submission.
- Furniture, fixture and equipment (FF&E) services.
- Provide construction administration services as needed, including, but not limited to: attendance at pre-bids conferences; assistance with vendor questions and responses; evaluation of bid proposals; and, review and recommendation for award and preparation of appropriate agreements.

B. Structural Engineering Services:

Typical structural engineering services may include, *inter alia*, the following:

- Assessment of an existing building.
- Preparation of an evaluation and plan of action report on the existing buildings structural deficiencies.
- Cost estimates
- Prepare procurement documents such as bid package for repairs, including but not limited plans and specifications and all necessary testing.
- Coordination with authorities having jurisdiction over an agency's project .
- Construction administration services as needed, including, but not limited to: attendance at pre-bids conferences; assistance with vendor questions and responses; evaluation of bid proposals; and, review and recommendation for award and preparation of appropriate agreements.

C. Civil Engineering Services:

Typical civil engineering services may include, *inter alia,* the following:

- Preparation of site plans, including surveys, soil borings, and testing as required. Site plans may include, *inter alia*, existing elements such as telephone poles, railings, steps, vegetation, contours, utilities, underground structures, roadways, drainage and delineation of any areas under Department of Environmental Management jurisdiction.
- Cost estimates
- Civil design plans may include, *inter alia,* physical elements such as roadways, sidewalks, landscaping, fencing, drainage, curbing, parking, OWTS and above ground utility relocation.
- Preparation of procurement documents such as bid packages for repairs, including but not limited to plans and specifications and all necessary testing.
- Coordination with authorities having jurisdiction over an agency's project.
- Construction administration services as needed, including, but not limited to: attendance at pre-bid conferences; assistance with vendor questions and responses; evaluation of bid proposals; and, review and recommendation for award and preparation of appropriate agreements.

D. Mechanical Engineering Services:

Typical mechanical engineering services may include, *inter alia,* the following:

- Evaluations of existing system conditions and components with regard to their suitability for either existing service or a proposed change in condition or service.
- Conceptual studies of the impacts of adding and/or removing buildings to/from the distribution network. These studies may include conceptual designs of switchgear, components or configurations to accommodate added loads.
- Development and/or maintenance of a map of the distribution system using an Autocad compatible computerized drawing package. This product must be made available to the user agency in both a hard copy and in an electronic format with read/write capabilities.
- Collaboration with utility companies to achieve any cost reductions possible from rebate programs for energy efficient design.
- Preparation of plans for the replacement of selected system components that have been deemed by the user agency to be at risk of imminent failure.

- Preparation of procurement documentation such as requests for proposals and related bid documents.
- Construction administration services as needed, including, but not limited to: attendance at pre-bid conferences; assistance with vendor questions and responses; evaluation of bid proposals; and, review and recommendation for award and preparation of appropriate agreements.

E. Electrical Engineering Services:

Typical electrical engineering services may include, *inter alia,* the following:

- Evaluations of existing system conditions and components with regard to their suitability for either existing service or a proposed change in condition or service.
- Conceptual studies of the impacts of adding and/or removing buildings to/from the distribution network. These studies may include conceptual designs of switchgear, components or configurations to accommodate added loads.
- Development and/or maintenance of a schematic of the distribution system using an Autocad compatible computerized drawing package. This product must be made available to the user agency in both a hard copy and in an electronic format with read/write capabilities.
- Collaboration with public utilities to achieve any cost reductions possible from rebate programs for energy efficient design.
- Preparation of plans for the replacement of selected system components that have been deemed by the user agency to be at risk of imminent failure.
- Preparation of procurement documentation such as requests for proposals and related bid documents.
- Provide construction administration services as needed, including, but not limited to: attendance at pre-bid conferences; assistance with vendor questions and responses; evaluation of bid proposals; and, review and recommendation for award and preparation of appropriate agreements.

F. Plumbing Engineering Services:

Typical plumbing engineering services may include, *inter alia,* the following:

- Evaluations of existing system conditions and components with regard to their suitability for either existing service or a proposed change in condition or service.
- Conceptual studies of the impacts of adding and/or removing buildings to/from distribution networks. These studies may include designs of boilers, hot water tanks, wells, hydraulic analysis to ensure adequate pressure, pumps, waste water lines drainage, vents and all necessary connections to either OWTS or municipal water or sewer systems.
- Development and/or maintenance of a schematic of the distribution system using an Autocad compatible computerized drawing package. This product must be made available to the user agency in both a hard copy and in an electronic format with read/write capabilities.
- Preparation of plans for the replacement of selected system components that have been deemed by the user agency to be at risk of imminent failure.
- Preparation of procurement documentation such as requests for proposals and re;lated bid documents.
- Construction administration services as needed, including, but not limited to: attendance at pre-bid conferences; assistance with vendor questions and responses; evaluation of bid proposals; and, review and recommendation for award and preparation of appropriate agreements.

G. Fire Alarm and Fire Suppression/Sprinkle System Engineering Services:
Typical fire alarm and fire suppression/sprinkler systems engineering services may include, *inter alia*, the following:

- Design of a code compliant fire alarm system, including but not limited to, a complete evacuation system and communication links to fire departments.
- Design of a code compliant fire suppression/sprinkler system.
- Upgrade the existing systems to account for the devices that may be omitted or retained.
- Assist the user agency in providing documentation to the Rhode Island Fire Code Board of Appeal for possible time extension and necessary variances.
- Monitor the installation of fire alarm and/or fire suppression/sprinkler systems; and provide the required documentation to all parties involved with the project through its various stages.
- Documentation required to accept and supply information on systems maintenance.
- Construction administration services as needed, including, but not limited to: attendance at pre-bid conferences; assistance with vendor questions and responses; evaluation of bid proposals; and, review and recommendation for award and preparation of appropriate agreements.

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."

Attachments:
Attachment A – Project Phases Guide
Attachment B – Request for Quote "RFQ" Sample
Attachment C – Notification Letter "Sample"

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

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Project Phases Guide - Small to Medium Scale

The following information is provided as a guide for project phases typical of small to medium scale projects for which Architectural and Engineering Services may be provided under MPA#494

Schematic Design Phase:
During the first phase—schematic design—a vendor consults with the owner to determine project goals and requirements. Often this determines the program for the project.

The *program* is the term used to define the required functions of the project. It should include estimated square footage of each usage type and any other elements that achieve the project goals.

During schematic design, a vendor commonly develops study drawings, documents, or other media that illustrate the concepts of the design and include spatial relationships, scale, and form for the owner to review. Schematic design also is the research phase of the project, when zoning requirements, jurisdictional restrictions, and building and fire code issues are discovered and addressed.

This phase produces a final schematic design, to which the owner agrees after consultation and discussions with the vendor. Costs may be estimated based on overall project volume. The design then moves forward to the design development phase.

Deliverables: Schematic design often produces a site plan, floor plan(s), sections, an elevation, and other illustrative materials; computer images, renderings, or models. Typically the drawings include overall dimensions, and a construction cost may be estimated.

Design Development Phase "DD":
Design development services use the initial design documents from the schematic phase and take them one step further. This phase lays out mechanical, electrical, plumbing, structural, and architectural details.

Typically referred to as DD, this phase results in drawings that often specify design elements such as material types and location of windows and doors, etc. The level of detail provided in the DD phase is determined by the owner's request and the project requirements. The DD phase often ends with a presentation to, and approval by, the owner.

Deliverables: Design development often produces floor plans, sections, and elevations with full dimensions. These drawings typically include door and window details and outline material specifications.

Construction Documentation Phase "CD":
Once the owner and vendor are satisfied with the documents produced during DD, the vendor moves forward and produces drawings with greater detail. These drawings typically include specifications for construction details and materials.

Once Construction Documents (CDs) are satisfactorily produced, the vendor delivers the stamped, signed documents to the owner, for permitting and bidding. The level of detail in CDs may vary depending on the owner's preference. If the CD set is not 100-percent complete, this should be noted on the CD set when it is sent out for bid. This phase results in the contractors' final estimate of project costs

Deliverables: The construction document phase produces a set of drawings that include all pertinent information required for a contractor to price and build the project.

Bid or Negotiation Phase:
The first step of this phase is preparation of the bid documents to go out for public bid. The bid document set includes an advertisement for bids, instructions to bidders, the bid form, bid documents, the owner-contractor agreement, labor and material payment bond, and any other sections necessary for successful price bids. For some projects that have unique aspects or complex requirements, the owner will have a mandatory prebid meeting for potential contractors.

The owner, with the help of the vendor (if required), evaluates the bids and selects a winning bid. Deliverables: The final deliverable is a construction contract.

Construction Administration Phase "CA":
Constriction administration (CA) services are rendered at the owner's discretion and should be outlined in the owner-vendor agreement. Different owner-vendor-contractor agreements require different levels of services on the vendor's part. CA services begin with the initial contract for construction and terminate when the final certificate of payment is issued.

The vendor's core responsibility during this phase is to help the contractor to build the project as specified in the CDs as approved by the owner. Questions may arise on site that require the vendor to develop sketches or respond to requests for information (RFIs). Different situations may require a Change Order to complete the project.

Deliverables: A successfully built and contracted project.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

Request for Quote "RFQ" - Architectural & Engineering Services, PROJECT NAME- LOCATION, RI

Solicited under State of Rhode Island Master Price Agreement # 494

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 design services will be required:

1. INSERT REQUIRED DESIGN 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

SAMPLE NOTIFICATION LETTER

DATE

NAME
COMPANY NAME
ADDRESS
CITY, STATE ZIP

Sent Via Electronic and Regular Mail
E-MAIL ADDRESS

Re: MPA-494 ARCHITECTURAL AND ENGINEERING SERVICES

Offered Price, lump- sum fixed- fee engagement: $

Dear

This letter is to notify you that STATE AGENCY is authorized to begin contract negotiations with VENDOR NAME for the above project.

Please provide the following documentation within twenty-one (21) calendar days of this Notice **(Date).** The project cannot commence until a purchase order is issued by the State of Rhode Island, Division of Purchases. This purchase order is your "Notice to Proceed." **Failure to provide the required information within twenty-one calendar days from the date of this communication may result in your disqualification of contract award consideration**.

☒ An agreement outlining the scope and special terms & conditions covering the work, *executed by both the Agency Chief Executive and an authorized agent of your firm.* Contact AGENCY CONTACT at (TEL. #) or AGENCY E-MAIL.

☒ A completed "Minority Business Enterprise Plan." For further information, call Dorinda Keene at (401) 574-8253 or dorinda.keene@doa.ri.gov .

Sincerely,

AGENCY
CONTACT
TITLE

cc: MBE
Cheryl Burrell – ODEO - Associate Director, Office of Diversity, Equity and Opportunity

"Attachment C"

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

VENDOR	**DIPRETE ENGINEERING ASSOCIATES INC** **2 STAFFORD CT** **CRANSTON, RI 02920** **United States**

ARCHITECTURAL AND ENGINEERING SERVICES - MPA-494	
Award Number	**3368100**
Revision Number	**8**
Effective Period	**01-MAR-2014 - 31-DEC-2016**
Approved PO Date	**02-NOV-2016**
Vendor Number	**34505-iSupplier**

SHIP TO	**MASTER PRICE AGREEMENT** **SEE BELOW** **RELEASE AGAINST, RI MPA** **United States**

Type of Requisition	
Requisition Number	
Change Order Requisition Number	
Solicitation Number	**7537383**
Freight	**Paid**
Payment Terms	**NET 30**
Buyer	**Bovis, Thomas** **-**
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 #3368100 DATED 11/2/2016

CHANGE EFFECTIVE PERIOD
FROM: 03/01/2014 - 09/30/2016
TO: 03/01/2014 - 12/31/2016

EXTENSION REQUIRED AS THIS MPA HAS BEEN REBID AS CONTINUOUS RECRUITMENT #45 TO ALLOW FOR NEW VENDORS TO BE ADDED TO THE QUALIFIED LIST THROUGHOUT THE LIFE OF THE CONTRACT. CONTINUOUS RECRUITMENT #45 IS CURRENTLY UNDER REVIEW BY THE TECHNICAL REVIEW COMMITTEE. EXTENSION REQUIRED TO ALLOCATE ENOUGH TIME TO EVALUATE THE NEW PROPOSALS.

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at http://controller.admin.ri.gov/iSupplier/isup/index.php

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

STATE PURCHASING AGENT

Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

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.

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).

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.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of $5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of $250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

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.

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

VENDOR	**DIPRETE ENGINEERING ASSOCIATES INC** **2 STAFFORD CT** **CRANSTON, RI 02920** **United States**

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Type of Requisition	
Requisition Number	
Change Order Requisition Number	
Solicitation Number	**7537383**
Freight	**Paid**
Payment Terms	**NET 30**
Buyer	**Bovis, Thomas** **-**
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 #3368100 DATED 9/27/2016

CHANGE EFFECTIVE PERIOD
FROM: 03/01/2014 - 09/30/2016
TO: 03/01/2014 - 10/30/2016

EXTENSION REQUIRED AS THIS MPA HAS BEEN REBID AS CONTINUOUS RECRUITMENT #45 TO ALLOW FOR NEW VENDORS TO BE ADDED TO THE QUALIFIED LIST THROUGHOUT THE LIFE OF THE CONTRACT. CONTINUOUS RECRUITMENT #45 IS CURRENTLY UNDER REVIEW BY THE TECHNICAL REVIEW COMMITTEE. EXTENSION REQUIRED TO ALLOCATE ENOUGH TIME TO EVALUATE THE NEW PROPOSALS.

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at http://controller.admin.ri.gov/iSupplier/isup/index.php

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

STATE PURCHASING AGENT

Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

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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.

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PURCHASE AGREEMENT AWARD

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EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

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.

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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.

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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.

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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

VENDOR	**DIPRETE ENGINEERING ASSOCIATES INC** **2 STAFFORD CT** **CRANSTON, RI 02920** **United States**

ARCHITECTURAL AND ENGINEERING SERVICES - MPA-494	
Award Number	**3368100**
Revision Number	**6**
Effective Period	**01-MAR-2014 - 30-SEP-2016**
Approved PO Date	**21-JUN-2016**
Vendor Number	**34505-iSupplier**

SHIP TO	**MASTER PRICE AGREEMENT** **SEE BELOW** **RELEASE AGAINST, RI MPA** **United States**

Type of Requisition	
Requisition Number	
Change Order Requisition Number	
Solicitation Number	**7537383**
Freight	**Paid**
Payment Terms	**NET 30**
Buyer	**Bovis, Thomas** **-**

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CHANGE TO PO #3368100

CHANGE EFFECTIVE PERIOD
FROM: 03/01/2014 - 06/30/2016
TO: 03/01/2014 - 09/30/2016

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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

VENDOR	**DIPRETE ENGINEERING ASSOCIATES INC** **2 STAFFORD CT** **CRANSTON, RI 02920** **United States**

ARCHITECTURAL AND ENGINEERING SERVICES - MPA-494	
Award Number	**3368100**
Revision Number	**5**
Effective Period	**01-MAR-2014 - 30-JUN-2016**
Vendor Number	**34505-iSupplier**

SHIP TO	**MASTER PRICE AGREEMENT** **SEE BELOW** **RELEASE AGAINST, RI MPA** **United States**

Type of Requisition	
Requisition Number	
Solicitation Number	**7537383**
Freight	**Paid**
Payment Terms	**NET 30**
Buyer	**Bovis, Thomas** **-**

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.

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FROM: 03/01/2014 - 03/31/2016
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RELEASE AGAINST, RI MPA
United States

STATE PURCHASING AGENT

Nancy R. McIntyre

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RI Purchase Agreement Amendment Report

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

DIPRETE ENGINEERING ASSOCIATES INC
2 STAFFORD CT
CRANSTON, RI 02920
United States

Amendment Date: 23-MAR-15
Original Award Date: 10-MAR-14
Buyer: T Bovis
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 34505

SHIP TO		Change Order Number	INVOICE	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	**4** Award Number **3368100** Effective Period **01-MAR-14 - 31-MAR-16**		MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

ARCHITECTURAL AND ENGINEERING SERVICES - MPA-494

Description	Bid Number	Change Order Req#
ARCHITECTURAL AND ENGINEERING SERVICES - MPA-494		

Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3368100 DATED 3/10/14 CHANGE EFFECTIVE PERIOD: FROM: 3/1/14 - 3/31/15 TO: 3/1/14 - 3/31/16 EXERCISE ONE-YEAR RENEWAL OPTION.			

STATE PURCHASING AGENT

Nancy R. McIntyre

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.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

Notice of Contract Purchase Agreement

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

DIPRETE ENGINEERING ASSOCIATES INC
2 STAFFORD CT
CRANSTON, RI 02920
United States

ARCHITECTURAL AND ENGINEERING SERVICES - MPA-494

Award Number	**Effective Period:**
3368100	01-MAR-14 - 31-MAR-15

SHIP TO	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Date: 10-MAR-14
Buyer: G Welly
Shipping: Paid
Terms: NET 30
Vendor#: 34505

INVOICE	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

CONTRACT TERM: 3/1/14 - 3/31/15

AT SOLE OPTION OF THE STATE TO RENEW FOR A MAXIMUM OF TWO (2) ADDITIONAL ONE (1) YEAR TERMS.

MASTER PRICE AGREEMENT #494

PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES IN ACCORDANCE WITH THE PROVISIONS OF RFP #7537383 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE.

APPROVED FOR THE FOLLOWING ARCHITECTURAL / ENGINEERING DISCIPLINES:

*CIVIL ENGINEERING

VENDOR RATE STRUCTURE ATTACHED.

STATE AGENCIES MUST REVIEW ALL INSTRUCTIONS AND REQUIREMENTS BEFORE SOLICITING QUOTES IN ACCORDANCE WITH THE AGENCY CONTRACT USER GUIDE.

THE USER AGENCY WILL ISSUE SEPARATE PURCHASE AGREEMENT FOR A SPECIFIC PROJECT. NO WORK SHALL COMMENCE UNTIL ISSUANCE OF THE PURCHASE AGREEMENT AND PURCHASE ORDER RELEASE.

VENDOR CONTACT:
Dennis Diprete
Email: Dennis@Diprete-Eng.com
Phone: 401-943-1000
Fax: 401-464-6006

STATE PURCHASING AGENT

LAHynes

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. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

Attachment A

Cost proposals for MPA 494, Architectural & Engineering Services

Vendor Name: DiPrete Engineering
Engineers • Planners • Surveyors

Civil Engineering

Primary Roles	Hourly Rate
Project Manager	$165.00
Project Engineer	$140.00
Engineering Tech.	$120.00
Average Rate	$141.67

Secondary Roles	Hourly Rate
a. Principal	$195.00
b. Senior Survey Project Manager	$150.00
c. Senior Survey Technician	$135.00
d. 1 Person Survey Crew	$135.00
e. Landscape Architect	$135.00
f. Soils & Wetland Specialist	$130.00
g. Survey Technician	$105.00

RFP #7537383 MPA 494 A&E Vendors	Rankings in discipline				
CIVIL ENGINEERING	Avg. Primary Rates	Cost Score	Tech Score	Total Score	Rank
Crossman Corporation dba Crossman Engineering, Inc.	$ 89.67	27.32	67.00	94.3	1
CDR Maguire Inc	$ 100.00	24.50	66.80	91.3	2
Vanasse Hangen Brustlin, Inc.	$ 106.67	22.97	66.60	89.6	3
Commonwealth Engineers & Consultants Inc.	$ 93.33	26.25	61.80	88.1	4
Louis Berger Group Inc.	$ 121.41	20.18	66.20	86.4	5
Gordon R. Archibald, Inc.	$ 126.67	19.34	66.80	86.1	6
Cataldo Associates, Inc.	$ 81.67	30.00	55.40	85.4	7
Fuss & O'neill Inc.	$ 110.00	22.27	62.80	85.1	8
Beta Group Inc.	$ 131.67	18.61	66.40	85.0	9
C & E Engineering Partners, Inc.	$ 83.33	29.40	55.40	84.8	10
Joe Casali Engineering, Inc.	$ 90.00	27.22	56.00	83.2	11
Pare Corporation	$ 125.00	19.60	61.40	81.0	12
Jacobs Engineering Group Inc.	$ 142.16	17.23	61.80	79.0	13
Resource Control Associates Inc.	$ 108.33	22.62	56.20	78.8	14
Gza Geoenvironmental Inc.	$ 110.00	22.27	56.20	78.5	15
Caputo & Wick Ltd	$ 110.00	22.27	56.00	78.3	16
RT Group Inc.	$ 111.67	21.94	55.80	77.7	17
ESS Group, Inc.	$ 120.00	20.42	55.60	76.0	18
Mcmahon Associates Inc.	$ 121.67	20.14	55.40	75.5	19
DiPrete Engineering Associates Inc.	$ 141.67	17.29	56.80	74.1	20

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.

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).

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.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of $5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of $250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

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.