

## Notice of Contract Purchase Agreement



**State Of Rhode Island and Providence Plantations**  
**Department of Administration**  
**Division of Purchases**  
**One Capitol Hill**  
**Providence, RI 02908-5860**

<b>V E N D O R</b>	<b>BUREAU VERITAS NORTH AMERICA INC</b> <b>FOSTER PLAZA XI</b> <b>790 HOLIDAY DR</b> <b>PITTSBURGH, PA 15220</b> <b>United States</b>
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<b>MPA-324 ON CALL SHOP INSPECTION AND TESTING FOR STRUCTURAL STEE MATERIALS</b>	
Award Number	<b>3285673</b>
Revision Number	<b>2</b>
Effective Period	<b>01-AUG-2012 - 31-JUL-2017</b>
Vendor Number	<b>33344-iSupplier</b>

<b>S H I P  T O</b>	<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	<b>1209167</b>
Solicitation Number	<b>7448136</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>Hill, Lisa</b>

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

CHANGE TO CONTRACT PURCHASE AGREEMENT #3285673

CHANGE EFFECTIVE PERIOD:

FROM: 8/1/12 - 7/31/16

TO: 8/1/12 - 7/31/17

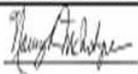
OPTION TO RENEW EXERCISED IN ACCORDANCE WITH RFP #7448136

PER AGENCY EMAIL REQUEST DATED 3/30/16

<b>INVOICE TO</b>
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<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> <b>United States</b>
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<b>STATE PURCHASING AGENT</b>
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 Nancy R. McIntyre
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**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.

#### **CAMPAIGN FINANCE COMPLIANCE**

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

#### **ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

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

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

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

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

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

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

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

#### **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

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

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

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

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

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

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

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



# RI Purchase Agreement Amendment Report

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

BUREAU VERITAS NORTH AMERICA INC  
FOSTER PLAZA XI  
790 HOLIDAY DR  
PITTSBURGH, PA 15220  
United States

Amendment Date: 13-JUL-15  
Original Award Date: 23-JUL-12  
Buyer: L Hill  
Phone #:  
FOB: Destination  
Terms: NET 30  
Vendor # 33344

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1  Award Number <b>3285673</b>  Effective Period <b>01-AUG-12 - 31-JUL-16</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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MPA-324 ON CALL SHOP INSPECTION AND TESTING FOR STRUCTURAL STEE MATERIALS

Description			Bid Number	Change Order Req#	
MPA-324 ON CALL SHOP INSPECTION AND TESTING FOR STRUCTURAL STEE MATERIALS			7448136 MPA-324		
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO CONTRACT PURCHASE AGREEMENT # 3285673  CHANGE EFFECTIVE PERIOD: FROM: 8/1/12 - 7/31/15 TO: 8/1/12 - 7/31/16  OPTION TO RENEW EXERCISED IN ACCORDANCE WITH RFP 7448136  PER AGENCY EMAIL REQUEST DATED 2/18/15			

STATE PURCHASING AGENT

Nancy R. McIntyre



# Notice of Contract Purchase Agreement

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

BUREAU VERITAS NORTH AMERICA INC  
FOSTER PLAZA XI  
790 HOLIDAY DR  
PITTSBURGH, PA 15220  
United States

MPA 324 ON CALL SHOP INSPECTION AND TESTING FOR STRUCTURAL STEE MATERIALS	
<b>Award Number</b> 3285673	<b>Effective Period:</b> 01-AUG-12 - 31-JUL-15

<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> 23-JUL-12
<b>Buyer:</b> L Hill
<b>Shipping:</b> Paid
<b>Terms:</b> NET 30
<b>Vendor#:</b> 33344

<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	

8/1/12 - 7/31/15

WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS.

MASTER PRICE AGREEMENT # 324

ON-CALL SHOP INSPECTION AND TESTING SERVICES FOR STRUCTURAL STEEL MATERIALS.

NOT TO EXCEED - \$500,000.00

AGENCY CONTACT PERSON:  
GREGORY RZONCA - (412) 503-4105

<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

DESCRIPTION:	<b>7448136</b> <b>MPA 324 - 3-YEAR On-Call Shop Inspection and Testing Services for Structural Steel Materials</b>		
MPA AGENCY:	<b>BUREAU VERITAS NORTH AMERICA, INC.</b> Foster Plaza XI 790 Holiday Drive Pittsburgh, PA 15220		
CONTACT:	Gregory F. Rzonca, P.E. Vice President (412) 503-4105 <a href="mailto:gregory.rzonca@us.bureauveritas.com">gregory.rzonca@us.bureauveritas.com</a>		
<b>PRICING CATEGORY</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b><u>CERTIFIED WELDING INSPECTOR (CWI)</u></b> <b>STRAIGHT TIME</b>	\$69.53	\$71.61	\$73.76
<b>OVERTIME</b> ( > 8 hrs/per day, weekends, holidays)	\$90.38	\$93.09	\$95.89
<b><u>NON-DESTRUCTIVE TESTER (NDT)</u></b> <b>STRAIGHT TIME</b>	\$72.12	\$74.28	\$76.51
<b>OVERTIME</b> ( > 8 hrs/per day, weekends, holidays)	\$93.75	\$96.57	\$99.46
<b><u>NACE COATINGS INSPECTOR</u></b> <b>STRAIGHT TIME</b>	\$73.60	\$75.81	\$78.08
<b>OVERTIME</b> ( > 8 hrs/per day, weekends, holidays)	\$95.68	\$98.55	\$101.51
<b><u>ENGINEER</u></b> <b>STRAIGHT TIME</b>	\$125.00	\$128.75	\$132.61
<b>OVERTIME</b> ( > 8 hrs/per day, weekends, holidays)	\$162.50	\$167.38	\$172.40

## **MPA 324 - 3-YEAR On-Call Shop Inspection and Testing Services for Structural Steel Materials**

- **CONTRACT TERM:** The Contract term will be for an initial THREE (3) YEARS with the option to renew annually for an additional TWO (2) YEARS. Should the MPA be extended, at RIDOT'S discretion, additional YEARS 4 and 5 hourly rates will be increased by a maximum 3% over the previous YEAR'S documented rates. Annual renewal of any and all inspection services under this AGREEMENT will be at RIDOT'S discretion based on funding availability and CONSULTANT performance.
- **ELIGIBLE REIMBURSABLE ITEMS:** The only eligible reimbursable item will include payment for necessary **pre-authorized travel expenses** incurred in the course of providing services for RIDOT under terms and conditions described in the original SCOPE OF WORK. When authorized, services will be billed for productive hours only at the accepted hourly rate for the current contract year. Pre-authorized out of state travel expenses must conform to Departmental policy and applicable federal cost guidelines. Travel expenses will be limited to travel between an Inspector's normal place of departure and the fabrication shop (or material manufacturer) including return trip, which expenses shall be agreed to previously by the Engineer per Inspector at \$0.555 per mile. Long distance travel shall be in line with acceptable per diem costs limited to meals, mileage and miscellaneous expenses (e.g. parking, tolls). Documentation for all transactions must be presented to RIDOT along with invoice voucher.
- **INVOICING:** It is anticipated that payment for services rendered will be Monthly for periods when the AGREEMENT is in active use. Monthly invoices are to be fully itemized for hourly inspection charges, - i.e., productive hours only and if applicable authorized out of state travel expense and submitted to the responsible RIDOT Managing Section for review, acceptance and processing for payment.
- **10% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL:** 10% DBE requirement will apply to total contracted costs over the lifetime of the MPA contract. PRIME Consultant will be required to submit a **MONTHLY** DBE Utilization Report documenting monthly DBE participation and TOTAL DBE Participation to date. TWO (2) copies of the DBE reporting documentation will be forwarded directly to the RIDOT Office of Business & Community Resources, Room 109, Two Capitol Hill, Providence, RI as well as ONE (1) Copy included with pertinent monthly progress report/invoice package.
- **PERSONNEL CHANGE:** Any request for personnel change must be submitted to RIDOT Managing Section in writing along with proper documentation for formal acceptance.
- **REFUSAL OF PERSONNEL:** RIDOT reserves the right to refuse the services of any personnel at any time during the contract term.