



Notice of Contract Purchase Agreement

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

CDR MAGUIRE INC
225 CHAPMAN ST
PROVIDENCE, RI 02905
United States

MPA 429 - ON-CALL TEMPORARY
TRANSPORTATION INSPECTION
SERVICES

Award Number 3422144 Effective Period:
27-MAY-15 -
26-MAY-18

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

Date: 27-MAY-15
Buyer: L Hill
Shipping: Paid
Terms: NET 30
Vendor#: 277

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

Department	Type of Requisition	Bid Number 7549303	Requisition Number
		XX	

BLANKET REQUIREMENTS: 5/27/15 - 5/26/18

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

MASTER PRICE AGREEMENT #429

ON-CALL TRANSPORTATION INSPECTION SERVICES PER THE ATTACHED PRICING.

AGENCY CONTACT:
LUCY MURRAY - (401) 222-2495 x 4406

SUPPLIER CONTACT:
RICHARD BERNARDO - (401) 272-6000

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

RFP#7549303: On-Call Temporary Transportation Inspection Services-MPA#429
 CDR Maguire, Inc.
 225 Chapman St. -4th Flr
 Providence, RI 02905

CDR MAGUIRE HOURLY RATES

	Applicable Certification(s)	YEAR 1 x/x/15 - x/x/16	YEAR 2 x/x/16 - x/x/17	YEAR 23 x/x/17 - x/x/18
Hourly Rates: as applicable				
<ul style="list-style-type: none"> • CONSTRUCTION AND MAINTENANCE INSPECTOR – LEVEL 1 				
Straight Time		<u>\$55.00</u>	<u>\$55.00</u>	<u>\$60.00</u>
Overtime >8 hrs. per day		<u>\$80.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
<ul style="list-style-type: none"> • CONSTRUCTION AND MAINTENANCE INSPECTOR – LEVEL 2 	RI Professional Engineer NETTCP HMA, ACI RI Electrical License			
Straight Time		<u>\$80.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
Overtime >8 hrs. per day		<u>\$105.00</u>	<u>\$105.00</u>	<u>\$110.00</u>
<ul style="list-style-type: none"> • CONSTRUCTION RECORD KEEPER 				
Straight Time		<u>\$65.00</u>	<u>\$65.00</u>	<u>\$70.00</u>
Overtime >8 hrs. per day		<u>\$95.00</u>	<u>\$95.00</u>	<u>\$100.00</u>
<ul style="list-style-type: none"> • MATERIALS INSPECTOR – LEVEL 1 				
Straight Time		<u>\$55.00</u>	<u>\$55.00</u>	<u>\$60.00</u>
Overtime >8 hrs. per day		<u>\$80.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
<ul style="list-style-type: none"> • MATERIALS INSPECTOR – LEVEL 2* 	NETTCP HMA, ACI			
Straight Time		<u>\$80.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
Overtime >8 hrs. per day		<u>\$105.00</u>	<u>\$105.00</u>	<u>\$110.00</u>

SECTION II | ORGANIZATION & STAFFING

BID NO: 7549303

PROJECT: MPA 429 – 3-YEAR On-Call Temporary Transportation Inspection Services

- **MPA CONTRACT TERM:** The Price Agreement established as a result of this solicitation will be for THREE (3) YEARS. The State may elect to extend the Price Agreement annually for an additional TWO (2) YEARS. Should MPA be extended, additional YEARS 4 and 5 hourly rates may be increased 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 VENDOR performance.
- **FULLY-INCLUSIVE HOURLY RATES:** The accepted maximum *fully-inclusive* hourly rates submitted by each VENDOR for each inspection category cited will form the basis of payment for each individual award issued under this Agreement for the anticipated 3-YEAR contract term. Fully-inclusive rates will include full compensation for furnishing of all labor, materials, tools, equipment, mileage and incidentals including preparation of reports and administrative expenses for performance of the inspection services requested. **THERE WILL BE NO OTHER FORM OF COMPENSATION PROVIDED.**
- **HOURS OF WORK:** For each proposed category of inspection available to RIDOT, straight time hours for inspection services will be based on a standard Monday-Friday maximum 8-HOUR shift excluding lunch. A minimum of FOUR (4) HOURS is guaranteed each temporary inspection assignment commencing upon arrival at the inspection site. Overtime hours are defined as productive eligible hours worked consecutively beyond a base 8-HOUR shift excluding lunch applicable 7 DAYS a week - this shall also apply to inspection services requested on weekends or holidays. Authorized overtime hours will be granted at RIDOT's discretion with prior approval from the Department.
- **INVOICING:** It is anticipated that payment for services rendered will be monthly for periods when the Price Agreement is in active use. Invoices are to be fully itemized for hourly charges, i.e. productive hours only by individual inspection assignment. Invoices are to be submitted to the RIDOT Construction Section for review, acceptance and subsequent processing for payment.
- **PERSONNEL CHANGE:** Only pricing for submitted personnel categories will be utilized under this Agreement. Additional personnel may be added to any approved category pending RIDOT review and acceptance. Notification of any change in the original personnel assigned to any category must be submitted in writing to the RIDOT Construction Section along with proper documentation for formal acceptance.
- **REFUSAL OF PERSONNEL:** RIDOT reserves the right to refuse the services of any TEMP at any time during the contract term. RIDOT will utilize temporary inspection services *as needed*; there will be NO MINIMUM HIRING OF TEMPS DETERMINED. Placement on the approved Price Agreement is no guarantee of annual income.
- **INSURANCE** – Awarded VENDORS shall provide updated official certification (ACORD 25 FORM) from their insurance source(s), licensed to do business in Rhode Island, of the detailing policy information relative to current Liability and Worker's Compensation insurance for the lifetime of the Agreement. Updated certification(s) shall be submitted to the RIDOT Construction Section c/o Two Capitol Hill, Providence, RI 02903.
- **DBE PARTICIPATION:** Although there is NO DBE GOAL assigned to this project, RIDOT encourages the utilization of DBE firms on all projects. At the point of project completion RIDOT will determine and assess the overall DBE participation, if any, which will be attributed to the fulfillment of the Department's annual DBE goal requirement.

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 "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing

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

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

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.