



# RI Purchase Agreement Amendment Report

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

THIELSCH ENGINEERING INC  
 195 FRANCES AVE  
 CRANSTON, RI 02910  
 United States

Amendment Date: 22-FEB-13  
 Original Award Date: 03-DEC-09  
 Buyer: L Hill  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 2529

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 3 Award Number <b>3167773</b> Effective Period 01-DEC-09 - 31-DEC-14	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	ON-CALL TRANSPORTATION INSPECTION SERVICES (MPA-429)			

Description			Bid Number	Change Order Req#	
ON-CALL TRANSPORTATION INSPECTION SERVICES (MPA-429)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3167773 DATED 12/3/09  CHANGE EFFECTIVE PERIOD: FROM: 12/1/09 - 12/31/12 TO: 12/1/09 - 12/31/14  OPTION TO RENEW EXERCISED.			

**STATE PURCHASING AGENT**  
  
 Lorraine A. Hynes



# Notice of Contract Purchase Agreement

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

THIELSCH ENGINEERING INC  
195 FRANCES AVE  
CRANSTON, RI 02910

ON-CALL TRANSPORTATION INSPECTION SERVICES (MPA-429)	
<b>Award Number</b> 3167773	<b>Effective Period:</b> 01-DEC-09 - 31-DEC-12

<b>S H I P  T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
	<b>Date:</b> 03-DEC-09 <b>Buyer:</b> J Moynihan <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor#:</b> 2529		

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

BLANKET REQUIREMENTS: 12/1/09 - 12/31/12  
WITH OPTION TO RENEW FOR 2 ADDITIONAL YEARS.

MASTER PRICE AGREEMENT #429

ON-CALL TRANSPORTATION INSPECTION SERVICES PER ATTACHED PRICING.

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

SUPPLIER CONTACT:  
PETER KENNEFICK  
TELEPHONE: 401-467-6454  
FAX: 401-461-6006

<b>STATE PURCHASING AGENT</b>
Louis A. DeQuattro

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

**Contract Terms and Conditions**

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## **Terms and Conditions**

### **PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

#### **TERMS AND CONDITIONS FOR THIS PURCHASE ORDER**

##### **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.

##### **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.

##### **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.

### **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.

## NOTES TO SUPPLIER

The following mutual contractual information must be printed on each award:

- **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. Established fully-inclusive hourly rates will form the basis for the Price AGREEMENT. NO OTHER FORM OF COMPENSATION WILL BE PROVIDED.
- **CONTRACT RENEWAL:** At RIDOT'S discretion, should the AGREEMENT be extended, additional YEARS 4 and 5 will be increased by three percent (3%) over the documented rates for the previous year.
- **APPRENTICESHIP:** Each AGENCY under this AGREEMENT will be required to implement a workforce development plan under which, for every TEN (10) employees working at any particular time, the AGENCY will be required to employ ONE (1) APPRENTICE. RIDOT will reimburse the AGENCY a maximum of TEN DOLLARS (\$10.00) per apprentice work hour. Should the hiring AGENCY choose to pay an hourly rate *in excess of* \$10 00 per hour, the hiring AGENCY will be solely responsible to compensate the employee for the difference in payment and will not be reimbursed for said difference under this AGREEMENT.
- **CONFLICT OF INTEREST:** It may be judged as a conflict of interest if an AGENCY is also currently providing inspection services for a CONTRACTOR; therefore, on a project by project basis, if a conflict occurs, the AGENCY will be precluded from providing inspection services on the respective RIDOT Contract. It is the AGENCY'S responsibility to disclose to RIDOT at the time of each assignment any potential conflict of interest. RIDOT will be the sole judge as to whether or not any conflict of interest exists. Failure to disclose a potential conflict may result in termination of services for said AGENCY.
- **LEVEL 2 CERTIFICATION REQUIREMENTS:** Based on active inspection workload at the time of work order assignment (on a per project basis), RIDOT may hire based on acceptable single certification status for LEVEL 2 INSPECTION ONLY.
- **OVERTIME:** Overtime Hours are defined as productive hours worked consecutively beyond a base eight-hour shift excluding lunch. Authorized overtime hours will be granted at the discretion of RIDOT.
- **PRE-AUTHORIZED OUT OF STATE TRAVEL REIMBURSEMENT:** It may be necessary for materials inspection services under this AGREEMENT to include out of state pre-cast testing services. 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. Out-of-State mileage /per diem expenses will be considered the only reimbursable costs under this AGREEMENT. Documentation for all transactions must be presented to RIDOT along with invoice voucher. In-state mileage incurred on local inspection assignment will NOT be considered a reimbursable item by RIDOT.
- **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.

- **POLICE DETAILS:** RIDOT will acquire any necessary State/Local Police Protection services. This will be done at no cost to the AGENCY. All payment for Police Protection Services will be done through RIDOT.
- **INSURANCE** – Each AGENCY must maintain current Liability and Workers' Compensation Insurance from an insurance source licensed to do business in Rhode Island; updated insurance documentation (ACORD 25 Form) must be submitted to RIDOT for the lifetime of this AGREEMENT.
- **ENGAGEMENT OF FIRM:** MPA selection will be based on the least expensive AGENCY to provide the applicable inspection category. Should the Managing Section recognize a lack of qualified personnel available at a certain level, the Section may request in writing advancement to the higher priced inspection level in order to obtain the level of experience required.
- **FINAL SCREENING/ INTERVIEW:** AT the point of hiring, the RIDOT Managing Section reserves the right to set up a final screening/ interview of selected inspection staff to verify all educational and technical requirements as set forth in the original RFP. If applicable, past RIDOT performance will also be taken into consideration in determining final acceptance of inspection staff.
- **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.

BID #:	7203899		
DESCRIPTION:	On-Call Transportation Inspection Services – <b>3-YEAR MPA</b>		
MPA AGENCY:	Thielsch Engineering, Inc. 195 Frances Street Cranston, RI 02910		
CONTACT:	James N. McManus (401) 467-6454		
<b>PRICING CATEGORY</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>C&amp;M INSPECTOR- LEVEL 1</b> STRAIGHT TIME OVERTIME	\$48.00 \$72.00	\$50.00 \$75.00	\$52.00 \$78.00
<b>C&amp;M INSPECTOR – LEVEL 2</b> STRAIGHT TIME OVERTIME	\$53.00 \$79.50	\$55.00 \$82.50	\$57.00 \$85.50
<b>CONST RECORD KEEPER</b> STRAIGHT TIME OVERTIME	\$40.00 \$60.00	\$42.00 \$63.00	\$44.00 \$66.00
<b>MATERIALS INSPECTOR – LEVEL 1</b> STRAIGHT TIME OVERTIME	\$48.00 \$72.00	\$50.00 \$75.00	\$52.00 \$78.00
<b>MATERIALS INSPECTOR – LEVEL 2</b> STRAIGHT TIME OVERTIME	\$53.00 \$79.50	\$55.00 \$82.50	\$57.00 \$85.50
<b>MATERIALS INSPECTOR – LEVEL 3</b> STRAIGHT TIME OVERTIME	N/A N/A	N/A N/A	N/A N/A
<b>APPRENTICE</b>	\$10.00	\$10.00	\$10.00