

Notice of Blanket Purchase Agreement



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

V E N D O R	ATLANTIC CONTROL SYSTEMS INC PO BOX 313 EXETER, RI 02822 United States
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STEAMFITTER WORK (MPA-#199)	
Award Number	3469534
Revision Number	1
Effective Period	01-JUL-2016 - 30-JUN-2017
Approved PO Date	20-JUN-2016
Vendor Number	869

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Change Order Requisition Number	
Solicitation Number	7550540
Freight	Paid
Payment Terms	NET 30
Buyer	Ohara 2nd, John -

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.

BLANKET REQUIREMENTS:
 7/1/16 - 6/30/17

SUPPLIER CONTACT:
 ATLANTIC CONTROL SYSTEMS, INC.
 401-294-1560

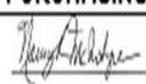
STEAM LINE REPAIR SPECIFICATIONS:

1. CONSTRUCTION MUST BE COMPLETED WITHIN A PERIOD OF NO MORE THAN (3) WORKDAYS UNDER NORMAL CIRCUMSTANCES; HOWEVER, EACH SITUATION WILL BE EVALUATED ON AN INDIVIDUAL BASIS.
2. CONTRACTOR TO RESPOND WITHIN FOUR HOURS OF INITIAL NOTICE FROM OWNER AGENCY.
3. CONTRACTOR ESTIMATES MAY BE REQUIRED ON A "NOT" TO EXCEED COST BASIS.

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

JOB WILL BE STAFFED BY PERSONNEL WHO POSSESS APPROPRIATE LICENSING AND CERTIFICATION FOR THE TASK BEING PERFORMED. THESE LICENSES WILL BE AVAILABLE AT THE JOB SITE.

HOURLY RATES TO REFLECT THE NET COST OF LABOR. NO ADDITIONAL CHARGE FOR TRAVEL, MILEAGE, ETC., WILL BE PERMITTED.

PROJECT MANAGER WILL MEET AT THE AGENCY TO REVIEW THE SCOPE OF WORK AND THE PROJECT MANAGER WILL DIRECT THE CREW TO ACCOMPLISH THE SCOPE OF WORK.

VENDOR WILL RESPOND WITH ALL NECESSARY TOOLS TO COMPLETE THE JOB.

TO PROVIDE STEAMFITTINGS, PIPING, AND ASSOCIATED SERVICE INCLUDING CERTIFIED WELDING FOR UNDERGROUND AND OTHER HIGH PRESSURE STEAM SYSTEMS.

TO PROVIDE MISCELLANEOUS MATERIALS AS DESIGNATED BY THIS AGENCY. VENDOR MUST HAVE THE FOLLOWING CERTIFICATION THROUGH A.S.M.E.

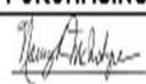
"H" HEATING: ASSEMBLE AND "S" STEAM BOILERS, AS WELL AS CERTIFICATION THROUGH NATIONAL BOARD OF BOILER AND PRESSURE VESSELS INSPECTION. "R" REPAIRS AND SERVICE BEYOND FACILITIES AND MAINTENANCE PERSONNEL CAPABILITIES.

Line	Description	Unit	Unit Price (USD)
1	MPA-199 FY17 - OVERTIME RATE FOR EQUIPMENT: DIGGER WITH OPERATOR ON SITE.	Hour	161.9
2	MPA-199 FY17 - HOURLY RATE FOR EQUIPMENT: DIGGER WITH OPERATOR ON SITE.	Hour	131.9
3	MPA-199 FY17 - HOURLY RATE FOR HOLIDAYS AND SUNDAYS FOR PLUMBER ON SITE.	Hour	151.9
4	MPA-199 FY17 - OVERTIME RATE FOR PLUMBER ON SITE.	Hour	151.9
5	MPA-199 FY17 - HOURLY RATE FOR PLUMBER ON SITE	Hour	101.9
6	MPA-199 FY17 - HOURLY RATE FOR HOLIDAYS AND SUNDAYS FOR STEAMFITTER ON SITE.	Hour	151.9
7	MPA-199 FY17 - OVERTIME RATE FOR STEAMFITTER ON SITE.	Hour	151.9
8	MPA-199 FY17 - HOURLY RATE FOR STEAMFITTER ON SITE.	Hour	101.9
9	MPA-199 FY17 - HOURLY RATE FOR HOLIDAYS AND SUNDAYS FOR EQUIPMENT: DIGGER WITH OPERATOR ON SITE.	Each	161.9
10	MPA-199 FY17-MATERIALS ARE TO BE PROVIDED @ COST + (APPLICABLE) FEE OVERHEAD PICKUP & DELIVERY/NO ADD CHARGES \$0-500-NO FEE, \$501-750 \$75, \$751-1000 \$96, \$1001-1500 \$125, \$1501-2500 \$180, \$2501-5000 \$300, \$5001-7500 \$438, \$7501+ \$525	Each	1

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STATE PURCHASING AGENT

 Nancy R. McIntyre

Contract Terms and Conditions

Table of Contents

Amendment.....IV
Terms and Conditions.....V
PURCHASE ORDER STANDARD TERMS AND CONDITIONSV
TERMS AND CONDITIONS FOR THIS PURCHASE ORDERV
PURCHASE AGREEMENT AWARDV
INSURANCE REQUIREMENTSV
AUTHORIZATION AND RELEASEV
PARTIAL PAYMENTSVI
BLANKET PAYMENTVI
EQUAL OPPORTUNITY COMPLIANCEVI
QUARTERLY REPORTSVI
WORK ORDER LIMITATIONSVI
WAGE REQUIREMENTS - ADDITIONALVI
CAMPAIGN FINANCE COMPLIANCEVI
TERMS AND CONDITIONS OF PRICING AGREEMENTVII

Amendment

The parties hereby agree to amend the terms of the agreement as follows:

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

WORK ORDER LIMITATIONS (Updated)

Clause Text

IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$30,000.00 WITHOUT PRIOR APPROVAL OF THE OFFICE OF PURCHASES.

Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

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.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

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.

PARTIAL PAYMENTS

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

BLANKET PAYMENT

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

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

WORK ORDER LIMITATIONS

IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$30,000.00 WITHOUT PRIOR APPROVAL OF THE OFFICE OF PURCHASES.

WAGE REQUIREMENTS - ADDITIONAL

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

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.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

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.