# 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**

| | |
|---|---|
| **VENDOR** | **ATS ENVIRONMENTAL SERVICES LLC**<br>**286 HOUSES CORNER RD**<br>**SPARTA, NJ 07871**<br>**United States** |

| **TANK TESTING, UNDER/ABOVE GROUND MPA-423** | |
|---|---|
| Award Number | **3495332** |
| Revision Number | **0** |
| Effective Period | **01-DEC-2016 - 30-NOV-2019** |
| Approved PO Date | **06-DEC-2016** |
| Vendor Number | **31427** |

| | |
|---|---|
| **SHIP TO** | **MASTER PRICE AGREEMENT**<br>**SEE BELOW**<br>**RELEASE AGAINST, RI MPA**<br>**United States** |

| | |
|---|---|
| Type of Requisition | ***OTHER** |
| Requisition Number | |
| Change Order Requisition Number | |
| Solicitation Number | **7551022** |
| Freight | **Paid** |
| Payment Terms | **5%10, 3%15, 1%25** |
| Buyer | **-**<br>**- Cadoret, David** |
| 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.

VENDOR CONTACT:
KRISTI CLUNE
T 800-440-8265
F 800-440-8265
KRISTI@ATSENVIRONMENTAL.COM

VENDOR HAS AGREED TO PROMPT PAYMENT DISCOUNTS AS FOLLOWS:
5%N10
3%N15
1%N25

BLANKET PERIOD:

**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

12/01/2016 - 11/30/2019

BLANKET AMOUNT:
$250,000.00

DELIVERY:
AS REQUESTED

| Line | Description | Unit | Unit Price (USD) |
|---|---|---|---|
| | | | |
| 1 | **FY17 - FY20 HOURLY RATE (OVERTIME) PER MAN FOR SERVICE ON TANKS FOR WORK NOT COVERED ON ABOVE TESTS** | **Hour** | **111** |
| 2 | **FY17 - FY20 HOURLY RATE (NORMAL WORKING HOURS) PER MAN FOR SERVICE ON TANKS FOR WORK NOT COVERED ON ABOVE TESTS** | **Hour** | **74** |
| 3 | **FY17 - FY20 TRIANGLE SYSTEM 5000 VERSION 1.0/1.0W AND ULLAGE SYSTEM VERSION 1.0 NO AWARD** | **Each** | **.00001** |
| 4 | **FY17 - FY20 MESA MODEL 1-D AND MODEL 2-D** | **Each** | **485** |
| 5 | **FY17 - FY20 PERCENT OFF MANUFACTURERS LIST PRICE FOR ITEMS NOT COVERED ON ABOVE TESTS____8%** | **Each** | **1** |
| 6 | **FY17 - FY20 TEST FOR THE 1050 UNDERFILL NO AWARD** | **Each** | **.00001** |
| 7 | **FY17 - FY20 TEST FOR THE 1000 UNDERFILL NO AWARD** | **Each** | **.00001** |
| 8 | **FY17 - FY20 EXY-CHEK MANUAL LINE TEST - EL NO AWARD** | **Each** | **.00001** |
| 9 | **FY17 - FY20 HASSTECH ACURITE LINE TEST - HA** | **Each** | **85** |
| 10 | **FY17 - FY20 TANKNOLOGY PTK88 LINE TEST - TP NO AWARD** | **Each** | **.00001** |
| 11 | **FY17 - FY20 TANKNOLOGY TLD-1 LINE TEST - TL NO AWARD** | **Each** | **.00001** |
| 12 | **FY17 - FY20 PETRO-TITE LINE TEST - PL NO AWARD** | **Each** | **.00001** |
| 13 | **FY17 - FY20 VPLT-A - VT NO AWARD** | **Each** | **.00001** |
| 14 | **FY17 - FY20 USTEST-UST2001/P AND UST2000/U - U2 NO AWARD** | **Each** | **.00001** |
| 15 | **FY17 - FY20 VACUTECT - TV NO AWARD** | **Each** | **.00001** |
| 16 | **FY17 - FY20 TRACER TIGHT - TT NO AWARD** | **Each** | **.00001** |
| 17 | **FY17 - FY20 TANK AUDITOR, VERSION RTD V.2.16 - TA NO AWARD** | **Each** | **.00001** |
| 18 | **FY17 - FY20 SURE TEST ASSURED TIGHT SYSTEM SERIES IV - ST NO AWARD** | **Each** | **.00001** |
| 19 | **FY17 - FY20 UTS-4T ULLAGE TEST - N4 NO AWARD** | **Each** | **.00001** |
| 20 | **FY17 - FY20 UST ULLAGE TEST - VERSION U2 - N2 NO AWARD** | **Each** | **.00001** |
| 21 | **FY17 - FY20 EZY3 LOCATOR PLUS - LP NO AWARD** | **Each** | **.00001** |
| 22 | **FY17 - FY20 ESY-3 - HZ NO AWARD** | **Each** | **.00001** |
| 23 | **FY17 - FY20 PETRO-TITE 1050 ULLAGE SYSTEM - HU NO AWARD** | **Each** | **.00001** |
| 24 | **FY17 - FY20 PETRO-TITE II - HT NO AWARD** | **Each** | **.00001** |
| 25 | **FY17 - FY20 PETRO-TITE 1000 - HP NO AWARD** | **Each** | **.00001** |
| 26 | **FY17 - FY20 ALERT ULLAGE SYSTEM MODEL 1050 - AU NO AWARD** | **Each** | **.00001** |

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STATE PURCHASING AGENT

Nancy R. McIntyre

| Line | Description | Unit | Unit Price (USD) |
|---|---|---|---|
| | | | |
| **27** | **FY17 - FY20 ALERT MODEL 1000 - AT NO AWARD** | **Each** | **.00001** |

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**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

### 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).

### 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.

**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.

**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.

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.

Appendix A

# *Prompt Payment Discount Form*

***(Invoice discounts for receiving fast payments)***

Note: All vendors doing business with the State of Rhode Island must complete a Prompt Payment Discount ("PPD") form as part of this Master Price Agreement solicitation.

**Bidder Name:** ATS Environmental Services LLC. (vendor #31427)

**RFQ/RFP Bid Solicitation Number:** 7551022, 1

Prompt Payment Discounts ("PPD"): Vendors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the State, the discount(s) must be identified in 10 days or more for Payment Issuance Date. The State may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the State.

All discounts offered will be automatically deducted from payment when the issue date is within the specified number of days listed below and in accordance with the State's Prompt Payment Law. Payment days will be measured **from** the date goods are received and accepted/performance was completed OR the date an invoice is received by the Office of the DOA Controller, whichever is later **to** the date the payment is issued via ACH or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a vendor.

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for the available payment issue dates listed below. Note: Vendors are allowed up to three different prompt payment options. Example prompt payment options are:

**5% - 10 Days**
**3% - 20 Days**
**1% - 25 Days**

| Discount % | Payment Issue Date Within |
|---|---|
| 5 % | 10 Days |
| 3 % | 15 Days |
| 1 % | 20 Days |
| 1 % | 25 Days |
| **By checking this box, we certify that we will not offer any Prompt Payment Discounts** | ☐ |

ACH Payments/Supplier Portal: Vendors are highly encouraged to enroll for ACH payments. This payment method will increase the prompt pay benefit since funds are paid directly to designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. The form required for ACH enrollment can be found at http://controller.admin.ri.gov/Forms/index.php.

The State also highly encourages Vendors to use the RIFANS Supplier Portal which includes the functionality to electronically submit invoices against open Purchase Orders. This efficient invoicing method eliminates handling time, mailing expenses, and will further expedite the payment process. Information on the portal can be found at http://controller.admin.ri.gov/iSupplier/isup/index.php.

| | | |
|---|---|---|
| **We will sign up for ACH payment. (please circle response)** | Yes | No |
| **We will utilize the State's Supplier Portal to electronically submit invoices. (please circle response)** | Yes | No |

Signature _____ Date 10/24/16