



# RI Purchase Agreement Amendment Report

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

EMSL ANALYTICAL INC  
 107 HADDON AVE  
 WESTMONT, NJ 08108

Amendment Date: 17-NOV-11  
 Original Award Date: 08-MAR-11  
 Buyer: J Ohara 2nd  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 33322

<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>3221832</b> Effective Period <b>01-DEC-10 - 30-NOV-12</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	RADON ANALYTICAL SERVICES (MPA-216)			

Description			Bid Number	Change Order Req#	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
RADON ANALYTICAL SERVICES (MPA-216)					
		CHANGE TO PO 3211832 MPA-216  CHANGE EFFECTIVE PERIOD:  FROM: 12/1/10 - 11/30/11 TO: 12/1/10 - 11/30/12  AS PER BID 7447872 SPECIFICATIONS, EXTEND 1 YEAR LINE REVISIONS TO REFLECT EXTENSION			
1	926.93	MPA-216 12/1/10-11/30/11 QUANTITY OF 1-10 DEVICES. PRICE PER EACH DEVICE		Each	7
1.1	926.93	MPA-216 12/1/10-11/30/12 QUANTITY OF 1-10 DEVICES. PRICE PER EACH DEVICE		Each	7
2	926.93	MPA-216 12/1/10-11/30/11 QUANTITY OF 11 TO 50 DEVICES. PRICE PER EACH DEVICE.		Each	7
2.1	926.93	MPA-216 12/1/10-11/30/12 QUANTITY OF 11 TO 50 DEVICES. PRICE PER EACH DEVICE		Each	7
3	926.93	MPA-216 12/1/10-11/30/11 QUANTITY OF 51 TO 99 DEVICES. PRICE PER EACH DEVICE		Each	7
3.1	926.93	MPA-216 12/1/10-11/30/12 QUANTITY OF 51 TO 99 DEVICES. PRICE PER EACH DEVICE		Each	7

**STATE PURCHASING AGENT**

*Lorraine A. Hynes*

Lorraine A. Hynes



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RADON ANALYTICAL SERVICES (MPA-216)

Description			Bid Number	Change Order Req#
<b>RADON ANALYTICAL SERVICES (MPA-216)</b>				
4	926.93	MPA-216 12/1/10-11/30/11 QUANTITY OF 100 OR MORE. PRICE PER EACH DEVICE		Each 7
4.1	926.93	MPA-216 12/1/10-11/30/12 QUANTITY OF 100 OR MORE. PRICE PER EACH DEVICE		Each 7

<b>STATE PURCHASING AGENT</b>
Lorraine A. Hynes



# Notice of Blanket Purchase Agreement

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

EMSL ANALYTICAL INC  
 107 HADDON AVE  
 WESTMONT, NJ 08108

RADON ANALYTICAL SERVICES (MPA-216)	
<b>Award Number</b> 3221832	<b>Effective Period:</b> 01-DEC-10 - 30-NOV-11

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 08-MAR-11 <b>Buyer:</b> J Ohara 2nd <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 33322	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
Line	Item	Item Description	Unit	Unit Price

		<p>MPA #216</p> <p>Blanket Requirement: December 1, 2010 - November 30, 2011 WITH OPTION TO RENEW FOR A SECOND YEAR. RENEWAL FOR A SECOND YEAR WILL BE SOLELY AT THE DISCRETION OF THE STATE.</p> <ol style="list-style-type: none"> <li>MEASUREMENT DEVICES FURNISHED MUST BE APPROVED BY THE EPA AND THE RI DEPARTMENT OF HEALTH.</li> <li>PRICE IS A DELIVERED PRICE FOR THE DEVICE AND INCLUDE ANALYSIS OF THE DEVICE AND INCLUDE ANALYSIS OF THE DEVICE AND A WRITTEN REPORT OF TEST RESULTS. THE PURPOSE OF THIS MPA IS TO ESTABLISH FIRM, FIXED PRICING FOR RADON ANALYTICAL SERVICES FOR THOSE STATE FACILITIES WHICH ARE CERTIFIED BY THE RHODE ISLAND DEPARTMENT OF HEALTH TO CONDUCT THEIR MASTER PRICE AGREEMENT (MPA) FOR THE REQUIRED ANALYTICAL SERVICES FOR A ONE (1) YEAR PERIOD, WITH THE STATE'S OPTION TO RENEW FOR A SECOND YEAR.</li> <li>DELIVERY OR SHIPMENT OF DEVICES TO THE ANALYTICAL FIRM BY THE STATE AGENCY SHALL BE AT AGENCY EXPENSE.</li> <li>A WRITTEN REPORT OF TEST RESULTS SHALL BE PROVIDED TO THE STATE AGENCY BY THE ANALYTICAL SERVICE FIRM(S) WITHIN THIRTY (30) CALENDAR DAYS OF RECEIPT OF MEASUREMENT DEVICE(S).</li> </ol> <p>SUPPLIER CONTACT PERSON: SHERYL STEINMETZ          TELEPHONE NO. (800) 220-3675</p>		
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<b>STATE PURCHASING AGENT</b>
 Lorraine A. Hynes



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Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

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<b>STATE PURCHASING AGENT</b>
 Lorraine A. Hynes

# CONTRACT TERMS AND CONDITIONS

**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.

**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.

**CHARGES PERMITTED**

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.

**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)."