



# Notice of Contract Purchase Agreement

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

YOUR SAFETY COMPANY  
111 QUARRY RD  
CHAMBERSBURG, PA 17202-9099  
United States

AUTOMATED EXTERNAL DEFIBRILLATORS (MPA-370) 4/1/14 - 12/31/18	
<b>Award Number</b> 3359316	<b>Effective Period:</b> 01-APR-14 - 31-DEC-18

<b>S H I P  T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 02-JAN-14 <b>Buyer:</b> C Melillo <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor#:</b> 31925	<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
		N/A	

4/1/14 - 12/31/18  
MPA-370

AUTOMATED EXTERNAL DEFIBRILLATORS PER SPECIFICATIONS AND DOCUMENTS OF PUBLIC BID #7563676.

AUTOMATIC EXTERNAL DEFIBRILLATORS TO BE USED BY THE DEPARTMENTS AND AGENCIES OF THE STATE, CTIES AND TOWNS, SCHOOL DISTRICTS, GOVERNMENTAL SUBDIVISIONS AND THE COLLEGES (RI COLLEGE AND CCRI) AND UNIVERSITY (URI) WITHIN THE STATE OF RHODE ISLAND

ATTACHED ARE PRICE LISTS FOR THE MODELS AND ACCESSORIES THAT VENDOR WILL MAKE AVAILABLE.  
SAMARITAN - HEARTSINE

SHIPPING IS TO BE PART OF PRICE.  
SUBMIT NEW PRODUCT LIST AS EQUIPMENT IS UPDATED.  
PRICES MAY BE ADJUSTED AT THE END OF THE SECOND (2ND) AND FOURTH (4TH) YEARS BY SUBMITTING UPDATED PRICE LISTS.  
VENDOR MUST BE AN AUTHORIZED DISTRIBUTOR

SUPPLIER CONTACT:  
ROBERT MYERS, PRES  
PHONE: (717) 267-2363  
FAX: (717) 267-2369

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

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

## Your Safety Company Price List

### samaritan® PAD 350P with CPR Coaching – Complete Systems (AHA 2010)

The samaritan™ PAD 350P with CPR Coaching is the most portable and lightweight unit which is compliant with AHA 2010 guidelines. Battery and electrode pads are incorporated in the innovative Pad-Pak™ System. The AED package includes: Defibrillator, Pad-Pak, durable carry case with zipper, data port with cable, instruction card, and user manual/DVD. Warranties: AED – 10 years, Pad-Paks – 4 years from date of manufacture.



Part No.	Description	Price
350-BAC-US-10	samaritan® PAD 350P, 1 Adult Pad-Pak™	<b>\$719.83</b>
PAD-PAK-01	Adult Pad-Pak™ (Patients > 8 years; 55 lbs or 25 kg) <i>4-year expiration date from the date of manufacture</i>	<b>\$120.90</b>
PAD-PAK-02	Pediatric Pad-Pak™ (Patients 1 - 8 years & < 55 lbs or 25 kg) <i>4-year expiration date from the date of manufacture</i>	<b>\$156.00</b>
PAD-ACC-02	samaritan® PAD Data Cable Only	<b>\$42.90</b>
PAD-BAG-01	Replacement Carry Case with Supplies Pouch	<b>\$42.90</b>
PAD-CAB-02	Wall Bracket (samaritan® PAD)	<b>\$54.60</b>
PAD-CAB-04	Wall Cabinet, with Alarm, Custom for 350P 12"H x 11"W x 5"D	<b>\$70.00</b>
PAD-ACC-05	Triangular AED Wall Sign	<b>\$9.00</b>
PAD-ACC-17	Prep Kit*	<b>\$16.50</b>
PMS-003	Prescription	<b>\$18.00</b>
TRN-350-US	PAD Training System with Remote Control	<b>\$269.10</b>
TRN-ACC-02	Trainer Defibrillator Pads (Set of 10)	<b>\$25.74</b>
TRN-ACC-03	Trainer Defibrillator Pads (Set of 25)	<b>\$58.50</b>
TRN-PAK-04	Trainer Pad-Pak Electrode Cartridge	<b>\$39.00</b>
TRN-ACC-14	Power Supply for TRN-350-US	<b>\$23.40</b>
TRN-ACC-16	Remote Control for TRN-350-US	<b>\$117.00</b>

Each HeartSine Samaritan 350P has a 10 year warranty.

**HeartSine Technologies Inc**  
**samaritan® Extended Limited Warranty**

**What is covered?** We provide to the original end user a limited warranty that all HeartSine® samaritan® products that are purchased for use in the United States from a distributor, sub-distributor, person or entity authorized by HeartSine Technologies, Inc. ("Authorized Agents") are substantially free from defects in material and workmanship. This limited warranty applies only to the original end user and may not be assigned or transferred. An original end user is one who is able to provide proof of purchase from HeartSine or an Authorized Agent. Persons who are not original end users take the products "as is" and with all faults. If you did not purchase this product directly from HeartSine, please be prepared to provide proof of purchase demonstrating that you are the original end user and eligible to make a valid claim under this warranty. If you are not sure the distributor, sub-distributor, person or entity from whom you purchased any HeartSine® samaritan® products is authorized by HeartSine Technologies, Inc. please contact Customer Support on +1 215 860 8100 or support@heartsine.com

**For how long?** We warrant the samaritan® PAD for a period of ten (10) years and the samaritan® PAD Trainer for a period of two (2) years from the date of the sale to the original end user. Products with a stated expiration date are warranted until such expiration date.

**What this limited warranty does not cover:** This limited warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, alterations, unauthorized service, unauthorized product case opening, failure to follow instructions, improper use, improper or inadequate maintenance, abuse, neglect, fire, flood, war or acts of God. We do not warrant your samaritan® product to be compatible with any other medical device.

**This limited warranty is void if:** You purchased any HeartSine® samaritan® products from anyone other than an Authorized Agent; your samaritan® product is serviced or repaired by anyone other than HeartSine Technologies, Inc.; Your samaritan® product case is opened by unauthorized personnel or if a product is not used in accordance with the Instructions for Use and the Indications for Use provided with your product; Your samaritan® product is used in conjunction with incompatible parts or accessories, including, but not limited to batteries. Parts and accessories are not compatible if they are not samaritan® products or the functional equivalent.

**What you must do:** To qualify for this limited warranty, you, as the original end user, must send the completed Warranty Validation Card within 30 days of original purchase to HeartSine Technologies, Inc. 121 Friends Lane, Newtown, PA 18940 or register online using the Warranty Registration link on our website [www.heartsine.com](http://www.heartsine.com). To obtain warranty service for your samaritan® product, contact your local HeartSine Authorized Agent or call us toll free at 1.866.HRT.SINE. Our technical representative will try to resolve your issue over the phone. If necessary, and at our sole discretion, we will arrange for service or a replacement of your samaritan®

product. You must not send back any product without our authorization.

**What we will do:** If your samaritan® product contains defects in material or workmanship and it is returned, at the direction of a technical service representative, within the warranty period, we, at our sole discretion, will repair your product or replace it with a new or reconditioned product of the same or similar design. The repaired or reconditioned product will be warranted subject to the terms and conditions of this limited warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

If our inspection does not detect any defects in material or workmanship of your samaritan® product, regular service charges will apply.

Authorized Heartsine Distributor:

**Obligations and Limitation of Liability:**

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF HEARTSINE TECHNOLOGIES, INC.) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING SAMARITAN® PRODUCTS, EXCEPT TO REFER TO THIS LIMITED WARRANTY.

YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. HEARTSINE TECHNOLOGIES, INC. SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES, PUNITIVE DAMAGES, COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR PERSONAL INJURY OR DEATH EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.



HeartSine®

Inventor. Innovator. Lifesaver.

# HeartSine samaritan® PAD 300P

## Public Access Defibrillator

### Compact, Easy-to-Use, Lifesaving Technology

Sudden Cardiac Arrest (SCA) is a leading cause of death globally. Response time is critical for survival. The HeartSine samaritan® PAD 300P was designed especially for use in public areas by providing a sophisticated defibrillator for adult or pediatric use, inside a lightweight and easy-to-operate system.

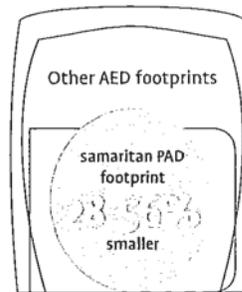


### Compact in Size, Long on Ability

**Portable and lightweight.** The samaritan PAD is lighter (2.4 lbs.) and smaller than other defibrillators.

**Durable.** The samaritan PAD 300P resists shock and vibration and carries an IP56 Rating, the industry's highest rating against dust and water. It also carries a 10-year unit warranty.

**Advanced technology.** The samaritan PAD 300P utilizes proprietary electrode technology, advanced and stable firmware, and proprietary SCOPE™\* Biphasic Technology (an escalating and low-energy waveform that automatically adjusts for patient impedance differences) to assess rhythm and recommend defibrillation if necessary.



Advanced technology balanced against the demands of real world use. At HeartSine, our innovation changes lives. And saves lives.

### Easy-to-Follow Visual and Verbal Guides

**User-friendly.** The samaritan PAD 300P features easy-to-understand visual and voice prompts that guide a user through the process.

**Two-button operation.** Only two buttons, ON/OFF and SHOCK, are required, providing straightforward operation.

**Always ready.** A System Status Ready Indicator flashes to show that the complete system is operational and ready for use. Device automatically runs self check each week.



Visual cues prompt pad placement



Stand clear of the patient

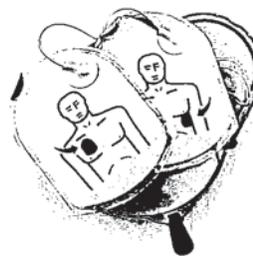


It is safe to touch the patient

### Real Economy for the Real World

**Two parts, one expiration date.** Pad-Pak™ cartridge combines battery and electrode pads, with one expiration date to monitor.

**Low cost of ownership.** Cartridge has a shelf life of 4 years from date of manufacture, offering significant savings over other defibrillators that require separate battery and pad units.



Pad-Pak and Pediatric-Pak with pre-attached electrodes.

The HeartSine PAD's built-in intelligence and unique pediatric Pad-Pak ensure the appropriate energy level is delivered for children.



\*Self-Compensating Output Pulse Envelope technology automatically compensates energy, slope and pulse envelope for the patient.

# Technical Overview

GUIDE  
CPR

## Physical With Pad-Pak™ Inserted

Size:	8.0 in x 7.25 in x 1.9 in (20cm x 18.4cm x 4.8cm)
Weight:	2.4 lbs (1,1 kg) including Pad-Pak Battery

## Defibrillator

Waveform:	Self-Compensating Output Pulse Envelope Biphasic waveform. Optimized biphasic escalating waveform compensates energy, slope and envelope for patient impedance
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## Energy Selection

Adult:	1. Shock 150J 2. Shock 150J 3. Shock 200J
Pediatric:	1. Shock 50J 2. Shock 50J 3. Shock 50J

## Charging Time

New Battery:	Typically 150J in <8 sec., 200J in <12 sec.
After 6 Discharges:	Typically 150J in <8 sec., 200J in <12 sec.

## Patient Analysis System

Method:	Evaluates patient's ECG, signal quality, electrode contact integrity and patient impedance to determine if defibrillation is required
Sensitivity/Specificity:	Meets ISO 60601-2-4 and AAMI DF80:2003

## Environmental

Operating/Standby Temperature:	0°C to 50°C (+32°F to +122°F)
Temporary Transportation Temperature:	-10°C to 50°C (14°F to 122°F) for up to two days. Unit must be returned to standby/operating temperature for 24 hours before use.
Relative Humidity:	5% to 95% (non-condensing)
Water Resistance:	IEC 60529/EN 60529 IP56
Altitude:	0 to 15,000 feet (0 - 4,575 meters)
Shock:	MIL STD 810F Method 516.5, Procedure I (40G's)
Vibration:	MIL STD 810F Method 514.5+ Category 4 Truck Transportation - US Highways Category 7 Aircraft - Jet 737 & General Aviation (Exposure)
EMC:	EN 60601-1-2, Second Edition: 2002

## Environmental (continued)

Radiated Emissions:	EN55011:1999+A2:2001
Electrostatic Discharge RF Immunity:	EN61000-4-3:2001 80MHZ-2.5GHZ (10V/m)
Magnetic Field Immunity:	EN61000-4-8:2001 (3 A/m)
Aircraft:	RTCA/DO-160F: 1997, Section 21 (Category M) RTCA DO-227
Falling Height:	1 meter

## Event Documentation

Type:	Internal Memory
Memory Capacity:	90 minutes of ECG (full disclosure) and event/incident recording
Playback Capabilities:	Custom USB cable directly connected to PC and Saver™ EVO Windows-based data review software

## Materials Used

PAD SAM300P:	ABS, Santoprene. Printed circuit board with electronic components.
PAD Cartridge:	Battery: Lithium Manganese Dioxide
Housing:	ABS - Electrodes: Hydrogel, Silver, Aluminium and Polyester

## Pad-Pak — Electrode and Battery Cartridge

Adult Pad-Pak (Pad-Pak-01) and Pediatric Pad-Pak (Pad-Pak-02)	
Shelf Life:	4 years from manufacture date
Weight:	0.44 lbs (0.2kg)
Size:	3.93 in x 5.24 in x .94 in (10cm x 13.3cm x 2.4cm)
Battery Type:	Lithium Manganese Dioxide (LiMnO2)
Capacity:	Meets ISO 60601-2-4 and AAMI DF80:2003 18V, 1.5 Amp Hrs
Electrodes:	HeartSine samaritan® disposable defibrillation pads are supplied as standard with each device
Placement:	Anterior-lateral (Adult); Anterior-posterior (Pediatric)
Active Gel Area:	100cm <sup>2</sup>
Cable Length:	3.5 ft (1m)

# Lifesaving, Pure and Simple

### US/Americas

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Newtown, PA. 18940  
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The products described in this brochure all meet the applicable European Medical Directive requirements.

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# HeartSine® Warranty



## Lifesaving, Pure and Simple With Our New Industry-Leading Warranty

Clinically superior, technically advanced, and the lightest device in the world, the samaritan® PAD 300P is also the number one choice for durability, reliability and low cost of ownership.

### NEW 10 Year Product Warranty

#### Superior Protection

The HeartSine samaritan PAD 300P is the best supported AED on the market today.

- Our warranty is 3-5 years better than industry standard
- Only mainstream device on the market with an untarnished regulatory history
- IP56 (Ingress Protection) Rating

### NEW Extended Life Pad-Pak™

#### Lowest Overall Costs of Ownership

Our innovative, Pad-Pak cartridge houses both the battery and electrodes for the device.

- Extended life—Each Pad-Pak is good for 4 years
- One expiration date
- No need to track and inventory two separate items



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Lifesaving,  
Pure and Simple



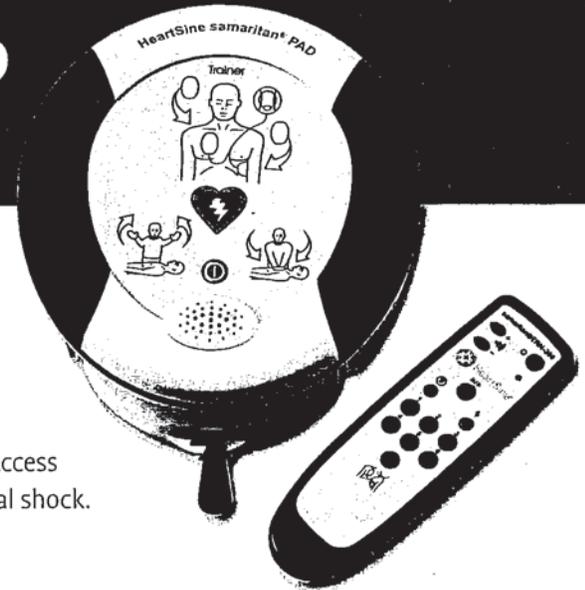
HeartSine®

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# The HeartSine samaritan® PAD Training System

## Provides Realistic Training Demonstration and Superior Retention

The HeartSine samaritan Trainer with remote is easy-to-use and guides users through simulated analysis, energy delivery and prompted Cardio Pulmonary Resuscitation (CPR) intervals with the look and feel of a live samaritan Public Access Defibrillator (PAD) 300P without the actual charge and discharge of an electrical shock.



### Simulate the Full Range of "Real Life" Scenarios

The multi-function remote control enables you to select among 6 AHA/ERC scenarios for live demonstrations or training. For maximum flexibility, 4 scenarios are pre-programmed and the remaining 2 scenarios can be user programmed. One remote control can even operate multiple trainer units at a time (within a range of 10-15 feet). The Trainer is also compatible with any CPR manikin system.

### Realistic

Voice and visual prompts and CPR coaching match those of the HeartSine samaritan PAD defibrillator. Likewise, size and shape are the same. Unique labeling and membrane color prevent inadvertent use in an actual emergency.

### Appropriate for All Skill Levels

The Trainer can be used by businesses to train employee first responders on the use of the HeartSine samaritan PAD. In addition, it meets the needs of professional trainers, either teaching first-time lay users or refreshing experienced emergency responders.

### Cost-Effective

The Trainer is powered by a rechargeable battery. Electrode pads are cost-effective and reusable, and mimic the Pad-Pak™ battery/pad cartridge unique to the HeartSine samaritan PAD defibrillator.



**The Whole Package.** The HeartSine samaritan Trainer package includes remote and AAA batteries, demonstration Pad-Pak, battery charger, soft carry case with 2 zipper compartments, user manual, data cable and 5 pairs of training electrode pads.

### Scenarios

The HeartSine samaritan PAD Trainer integrates realistic rescue scenarios for AED training. Scenarios are selectable as follows:

**AHA/ERC 2005/2010** – protocol is 1 shock followed by 2 minutes of CPR. A metronome and flashing prompt at 100 beats per minute helps to establish proper rate for chest compressions.

1. SHOCK ADVISED (SA) condition, followed by CPR.
2. NO SHOCK ADVISED (NSA) condition, followed by CPR.
3. CHECK PADS, followed by an SA condition and CPR.
4. Starts directly in "ANALYZING" mode, followed by SA & CPR, SA & CPR, and NSA & CPR.

Two additional user programmable scenarios are also available.



## Trainer Features

**Pause Button.** Stops the scenario temporarily to enable the trainer to offer additional explanation and support to the class without interruption. Scenario resumes where it was paused.

**Rechargeable Battery.** Can operate up to 4 hours, or the unit can be operated while plugged in. A Low Battery warning will advise users when the unit should be recharged.

**Volume Configurable.** 5 selectable volume levels. Unit defaults to last user setting.

**Selectable Training Scenarios.** 4 pre-programmed AHA/ERC scenarios are included. 2 additional user programmable scenarios are available.

**Training Pads.** 5 pairs of training electrode pads are supplied. The trainer pads are reusable, replaceable and are compatible with all training manikins.

**Remote Specifications.** RF operates through objects and up to 10 feet from trainer unit. Provides pause, VF, NSR, 6 scenarios (4 pre-programmed) and the samaritan PAD's on/off simulation. Requires 2 AAA batteries (included).

**Upgradable.** Updates to Trainer software can be made via the HeartSine website.

**Language Options.** Trainer can be programmed in 25 languages, including English, Spanish and French.

## Trainer Specifications

### Dimensions

- ▶ Weight: 1.3 lbs (0.5897 kgs)
- ▶ Battery: Rechargeable
- ▶ Includes: Remote and AAA batteries, demonstration Pad-Pak™, battery charger, soft carry case with 2 zipper compartments, user manual, data cable and 5 pairs of training electrode pads (TRN-300-US)

### Replacement Accessories

- ▶ Remote replacement (TRN-ACC-12)
- ▶ Data cable (PAD-ACC-02)
- ▶ Pad-Pak electrode cartridge (TRN-PAK-02)
- ▶ Battery charger (TRN-ACC-11)
- ▶ Electrodes 10/pak (TRN-ACC-02)



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**Contract Terms and Conditions**

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## **Terms and Conditions**

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

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

#### **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.

#### **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).

#### **DELIVERY PER AGENCY**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

#### **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.

#### **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](http://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.