



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

CONTRACT USER GUIDE
ANALYTICAL LABORATORY SERVICES
MASTER PRICE AGREEMENT (“MPA”) #48
BID SOLICITATION # 7548926
CONTRACT TERM 12/1/2014 – 11/30/2018

CONTRACT SUMMARY:

The intent of this Master Price Agreement (MPA) is to establish a Qualified Vendor List to provide analytical laboratory services for the chemical and biological analyses of samples collected by the State of Rhode Island the the RIDEM in connection with its site remediation program and other State programs. These samples may be of surface water, groundwater, drinking water, soils, sediment, sludge, concentrated waste, solid waste, air or other materials.

Proposals were received from seven (7) vendors with awards to six (6) vendors.

The State reserves the right to solicit pricing from each MPA vendor at a lower rate than provided in the MPA. The MPA vendor may hold their rate at the stated price or provide better pricing to the State. The rates provided in the MPA represent a maximum rate that may be charged to the State.

WHO CAN USE THIS CONTRACT:

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.

VENDOR AWARDS CONTACT INFORMATION:

Purchase Order # 3402434
Vendor Name: Accutest Laboratories
Contact Name: Patrick Merolla
Tel: 860-377-6588
Email: patrickm@accutest.com



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Purchase Order # 3402466
Vendor Name: Alpha Analytical
Contact Name: Glen Breland
Tel: 508-380-8136
Email: gbreland@alphalab.com

Purchase Order # 3402470
Vendor Name: Thielsch / ESS Laboratory
Contact Name: Kevin Braga
Tel: 401-461-7181
Email: kbraga@thielsch.com

Purchase Order # 3402480
Vendor Name: New England Testing Laboratory, Inc.
Contact Name: Richard Warila
Tel: 401-353-3420 or 888-863-8522
Email: rich.warila@newenglandtesting.com

Purchase Order # 3402534
Vendor Name: Premier / Microbac Laboratories
Contact Name: Ronald Warila
Tel: 860-774-6814
Email: ronw@premierlaboratory.com

Purchase Order # 3402535
Vendor Name: RI Analytical Laboratories, Inc.
Contact Name: Kristen Mayo
Tel: 401-562-1409
Email: kmayo@rianalytical.com

Division of Purchases Contact:
Gail Walsh, Chief Buyer
(401) 574-8122
Gail.walsh@purchasing.ri.gov



Notice of Contract Purchase Agreement

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

MICROBAC LABORATORIES INC
61 LOUISA VIENS DR
DAYVILLE, CT 06241
United States

MPA-48 - ANALYTICAL LABORATORY SERVICES	
Award Number 3402534	Effective Period: 01-DEC-14 - 30-NOV-18

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Date:	19-NOV-14
Buyer:	G Walsh
Shipping:	Paid
Terms:	NET 30
Vendor#:	46439

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

12/1/14 - 11/30/18

MASTER PRICE AGREEMENT #48

ANALYTICAL LABORATORY SERVICES IN ACCORDANCE WITH THE PROVISIONS OF RFQ #7548926 AND THE ATTACHED COST PROPOSAL.

THIS PURCHASE ORDER IS ISSUED CONTINGENT UPON RECEIVING CERTIFICATE OF INSURANCE, EQUAL OPPORTUNITY AND MINORITY BUSINESS ENTERPRISE COMPLIANCE BY DECEMBER 9, 2014.

SUPPLIER CONTACT:
RONALD WARILA
TEL: (860) 774-6814
E-MAIL: RONW@PREMIERLABORATORY.COM

AGENCY CONTACT:
CYNTHIA GIANFRANCESCO
TEL: (401) 222-4700 EXT. 7126
CINDY.GIANFRANCESCO@DEM.RI.GOV

STATE PURCHASING AGENT
Nancy R. McIntyre

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. 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

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.

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.

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.

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.

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).

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.

Microbac Laboratories, Inc- Premier Laboratory Division

RFP # 7548926

State of Rhode Island Price Schedule for MPA #48 (10/1/14 - 9/31/18)

Volatile Organics by GC/MS	
* Volatiles by 8260C	60.00
* Volatiles by 8260C with Oxygenates	75.00
* Volatiles by 624	60.00
* Volatiles by 524.2	60.00
* Tentatively Identified Compounds (up to 10)	20.00
Volatile Organics by GC	
* Volatile Petroleum Hydrocarbons (VPH) by GC	100.00
Semi-Volatile Organics by GC/MS	
* Semi-Volatiles by 625 / 8270D	100.00
* Acid Extractables by 625 / 8270D	75.00
* Base/Neutrals by 625 / 8270D	75.00
* Polynuclear Aromatic Hydrocarbons (PAH) by 625 / 8270D	75.00
* Polynuclear Aromatic Hydrocarbons (PAH) by 625 / 8270D SIM (Low QL)	100.00
* Semivolatiles in Drinking Water by 525.2	150.00
* 1,4-Dioxane by EPA 522	150.00
* Tentatively Identified Compounds (up to 20)	30.00
Semi-Volatile Organics by GC	
* PCB's by 608 / 8082A	50.00
* PCB's by 8082A with Soxhlet Extraction	70.00
* Pesticides by 505 / 608 / 8081B	60.00
* Herbicides by 515.3 / 8151A	200.00
* EDB / DBCP by 504.1 / 8011	65.00
* TPH Fingerprint by 8100M	50.00
* Diesel Range Organics (DRO) by 8015M/ 8100M	50.00
* Extractable Petroleum Hydrocarbons (EPH)	150.00
* Connecticut ETPH	50.00
Semi-Volatile Organics by HPLC	
* Carbamate Pesticides by 531.2	150.00
* Diquat by 549.2	150.00
* Glyphosate by 547	150.00
Metals	
* ICP Metals by 200.7 / 6010B/ 200.8/ 6020B	10.00
* Digestion Fee per sample	10.00
* Filter Fee for dissolved metals	10.00
* Mercury - Cold Vapor by 245.1 / 7470A / 7471A	15.00
* RCRA (8) Heavy Metals by 6010B/ 6020B	75.00
* Priority Pollutant (13) Metals 6010B/ 6020B	95.00
* TAL (23) Metals by 6010B/ 6020B	125.00
Microbiology	
* Total Coliforms and E. coli by EPA 1604 (MI)/ SM 9223B	20.00
* Fecal Coliforms (MPN) A1	30.00
* E. coli by EPA Modified 1603 mTEC	25.00
* Enterococci by EPA 1600	25.00
* Heterotrophic Plate Count by SM-9215D 19th	25.00

Microbac Laboratories, Inc- Premier Laboratory Division

State of Rhode Island Price Schedule for MPA #48 (10/1/14 - 9/31/18)

General Chemistry	
* Alkalinity by 310.1	15.00
* Ammonia Nitrogen by 350.1 / Hach 8038	15.00
* Ammonia Nitrogen (distilled) by 350.2 / Hach 8038	20.00
* Biochemical Oxygen Demand - 5 day (BOD-5) by SM-5210B 19th	20.00
* Biochemical Oxygen Demand - 20 day (BOD-20) by SM-5210B 19th	25.00
* Chemical Oxygen Demand (COD) by Hach 8000	25.00
* Chloride by 325.2 / 9250	15.00
* Chlorine - Total Residual by Hach 8121	15.00
* Chromium - Hexavalent (water) by SM 3500-Cr D	25.00
* Chromium - Hexavalent (soil) by SW-846 7196A	75.00
* Color by 110.2	10.00
* Conductivity by 120.1	10.00
* Cyanide - Amenable by 335.3	50.00
* Cyanide - Total by 335.3 / 9012A	25.00
* Fluoride by 340.2	20.00
* Hardness - Calculation by SM-2340B 19th	20.00
* Kjeldahl Nitrogen by 351.2	30.00
* Nitrate Nitrogen by 353.2	15.00
* Nitrite Nitrogen by 353.1	15.00
* Odor by 140.1 / CT Public Health Code 1983	10.00
* Oil & Grease by 1664	45.00
* Organic Nitrogen by SM-4500 19th	50.00
* Orthophosphate by 365.1	15.00
* pH by 150.1 / 9040B / 9045C	10.00
* Phenols, Total by 420.1	25.00
* Phosphorus, Total by 365.1	20.00
* Silica by Hach 8185	25.00
* Settleable Solids by 160.5	15.00
* Sulfate by 375.4	20.00
* Sulfide by 376.1 / Hach 8131	20.00
* Surfactants (MBAS) by 425.1	50.00
* Total Dissolved Solids (TDS) by 160.1	15.00
* Total Solids (TS) by 160.3	15.00
* Total Suspended Solids (TSS) by 160.2	15.00
* Total Volatile Solids (TVS) by 160.4	20.00
* Total Organic Carbon (TOC) by 415.1 / 9060	35.00
* Total Organic Carbon (TOC) in soil by 9060	75.00
* Total Organic Halide (TOX) by 9020B	100.00
* Turbidity by 180.1	10.00

Microbac Laboratories, Inc- Premier Laboratory Division

State of Rhode Island Price Schedule for MPA #48 (10/1/14 - 9/31/18)

Additional Drinking Water Parameters	
* Inorganic Chemicals (IOC) per RIDOH -no Asbestos	175.00
* Inorganic Chemicals (IOC) per RIDOH - with Asbestos	250.00
* SOCs per RIDOH - no Endothall, Diquat, Glyphosate, or Dioxin	500.00
* Copper and Lead for Drinking Water compliance	20.00
* Gross Alpha	65.00
* Gross Beta	45.00
* Radium 226 and 228	200.00
* Uranium by 200.8	50.00
* Perchlorate by 314	150.00
TCLP & SPLP	
* TCLP or SPLP Complete (includes extractions and all analyses)	500.00
* TCLP or SPLP Metals (includes analysis only)	85.00
* TCLP or SPLP Volatiles (includes analysis only)	60.00
* TCLP or SPLP Semi-Volatiles (includes analysis only)	100.00
* TCLP or SPLP Pesticides (includes analysis only)	60.00
* TCLP or SPLP Herbicides (includes analysis only)	200.00
* Semivolatile/ Metals TCLP or SPLP Extraction by 1311 / 1312	45.00
* Volatiles TCLP or SPLP Extraction by 1311 / 1312	45.00
Waste Characterization	
* Corrosivity by SW-846 9045C	10.00
* Ignitability (Flash Point) by SW-846 1010	20.00
* Reactivity- SW846 Chapter 7	50.00
* Waste Disposal Packages	Call for \$
* Paint Filter Test by SW-846 9095A	15.00
Field Services	
* Sample Collection (portal to portal)	75.00/hr

- * All pricing is for a ten (10) working day Turn Around Time.
- * Expedited TAT may be requested and provided with approval prior to receipt of samples.
- * Full deliverable data packages will be billed at 25% of analysis cost
- * All expedited samples will be subject to the following surcharges:

Rush Fee Schedule

24 hour TAT	100% surcharge
48 hour TAT	75% surcharge
3-5 day TAT	35% surcharge
6-9 day TAT	No additional charge if available

Premier Laboratory Division of Microbac Laboratories, Inc
 61 Louisa Viens Drive, Dayville, CT 06241
 P:800-334-0103 F:860-774-2689
info@premierlaboratory.com



State of Rhode Island and Providence Plantations
DEPARTMENT OF HEALTH
Certifies

LAO00300

PREMIER LABORATORY INC
61 LOUISA VIENS DRIVE
DAYVILLE CT 06241
Laboratory Director: DAVID DICKINSON

for the analysis of: Potable Water Microbiology - Potable Water Organic Chemistry - Potable Water Inorganic Chemistry
- Non-potable Water Microbiology - Non-potable Water Organic Chemistry - Non-potable Water Inorganic Chemistry - Radiochemistry -

This certificate is issued, pursuant to Rhode Island General Laws 23-16.2 and supersedes all previous Rhode Island certificates issued to this laboratory. Certification is no guarantee of the validity of the laboratory results.

This certificate is valid only when accompanied by the certificate and list of analytes and methods for which certification has been granted based upon the following out of state certification(s):

Certifying Authority
CT

Certification Number
PH-0465

Expiration Date
09/30/2013

PREMIER LABORATORY INC is responsible for maintaining each of the certifications listed above. Failure to notify the Laboratory Certification Officer of any change in the status of these certifications may result in the suspension or revocation of certification. Contact the Laboratory Certification Officer to verify the current certification status of this laboratory.

Michael Fine, MD
Director of Health

Expires: 12/30/2014