# Request for Quote

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

**CREATION DATE :** 28-JUN-13
**BID NUMBER:** 7477378
**TITLE:** PVS-14 NIGHT VISION MONOCULARS - MS

**BID CLOSING DATE AND TIME:**22-JUL-2013 11:15:00

BUYER: Cowell Jr, John A
PHONE #: 401-574-8114

**BILL TO**
**DOA CONTROLLER**
**ONE CAPITOL HILL, 4TH FLOOR**
**SMITH ST**
**PROVIDENCE, RI 02908**
**US**

**SHIP TO**
**MS-EMS EMERGENCY MANAGEMENT**
**OFFICE OF PUBLIC SAFETY**
**645 NEW LONDON AVE**
**CRANSTON, RI 02920**
**US**

**Requistion Number: 1317786**

| Line | Description | Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| 1 | PVS-14 NIGHT VISION MONOCULARS SHSP 10 WMD TACTICAL TEAM EQUIPMENT (NO SUBSTITUTE) | 3.00 | Each | | |
| 2 | PVS-14 NIGHT VISION MONOCULARS SHIPPING SHSP 10 WMD TACTICAL TEAM EQUIPMENT | 1.00 | Each | | |

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

## Contract Terms and Conditions

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## Terms and Conditions

### BID STANDARD TERMS AND CONDITIONS

### TERMS AND CONDITIONS FOR THIS BID

### 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.