



RFQ #7598677

Title: CRIBS, TWIN BED FRAMES AND MATTRESSES - DCYF

Submission Deadline: April 5, 2019 @ 10:00 a.m. Eastern Time (ET)

NOTE TO VENDORS: Applicants must register online at the Rhode Island Division of Purchases website at www.purchasing.ri.gov. Proposals received without the completed RIVIP Bidder Certification Cover Form attached, may result in disqualification.

BID SUBMISSION INSTRUCTIONS: For vendor convenience, an electronic-based file is attached that includes an Excel spreadsheet for submission of vendor quotes for this solicitation.

SUBMISSION INSTRUCTION IS AS FOLLOWS:

Please submit a DISC/CD-R copy of your quotes in the same excel format provided. Bidders are suggested to submit pricing in excel on the Electronic Based Excel File.

Once disc-based file is completed, submit an electronic version on Excel on a DISC/CD-R. Also, submit a printed hard copy of your Excel spreadsheet(s).

FORMATTING DISC/CD-R:

All DISC/CD-Rs submitted must be labeled with:

- a. Vendor's name
- b. RFQ #
- c. RFQ Title

Vendors are responsible for testing their DISC/CD-Rs before submission as the Division of Purchase's inability to open or read a DISC/CD-R may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the DISC/CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it "non-responsive". USB Drives or any other electronic media shall not be accepted. Please note that DISC/CD-Rs submitted, shall not be returned.

A bidder may choose not to submit a disc-based file. If so, please complete pricing sheet in ink, clearly and legible and submit a hard copy with the proposal.

BID SPECIFICATIONS:

The Department of Children Youth and Families (DCYF) is seeking to establish a three-year contract with a vendor to provide and install baby cribs, crib mattresses, twin bed frames, twin foundations and twin mattresses for foster families throughout Rhode Island.

The successful vendor would be required to deliver and setup the cribs in the foster family homes within seven (7) days of receiving an order from DCYF. The vendor will be required to remove all packaging materials from the site and demonstrate the operation of the equipment as appropriate.

Based on previous experience, it is estimated that DCYF will require 125 cribs, 125 crib mattresses, 50 twin beds with mattresses and box springs. The successful vendor must maintain, or have access to, sufficient inventory to meet the seven-day delivery and assembly requirements stated above.

Bidders are welcome to submit proposals for any manufactures equipment that is, at the minimum, equivalent to the following models:

CRIBS

Graco Stanton 4 in 1 Convertible Crib, Model 04530-66 (***OR EQUIVALENT***)

Product features:

- Crib converts to a toddler bed, daybed, and full-size bed with headboard (toddler rail, bed frame and mattress not included);
- Three-position mattress height adjustment;
- Meets all American Society for Testing and Materials (ASTM) & Consumer Product Safety Commission (CPSC) safety standards plus Juvenile Products Manufacturers Association (JPMA) certified;
- 1-year limited manufacturer's warranty.

Length: 53.9 inches

Width: 32.4 inches

Height: 43.2 inches

Weight: 46 pounds

Maximum child height (crib stage) 35 inches

Recommended weight limit (Daybed and Toddler bed stages) 50 pounds

TODDLER RAIL

Vendor should price a Toddler rail to be included with all crib orders.

CRIB MATTRESSES

Kolcraft Pediatric 800 Crib Mattress (***OR EQUIVALENT***)

- 80 heavy gauge steel coils for firm support;
- Non-allergenic sleeping surface;
- Perma-Dri cover wipes clean with a damp cloth;
- Mattress also fits toddler bed frames;
- Meets or exceeds all flammability, lead, phthalate and Consumer Product Safety Improvement Act (CPSIA) testing and does not contain toxic fire retardants;
- Mattress measures 52.13 x 27.5 x 5.5 inches and fits both USA standard size cribs and toddler beds.

TWIN BED FRAMES

Solutions Adjustable Tool Free Bed Frame – Fashion Bed Group (***OR EQUIVALENT***)

- Material: Metal (Frame);
- Easy tool-free assembly;
- Versatile “one size fits all” bed support frame;
- Secure any size bed or headboard;
- Sturdy, oversized headboard brackets fixed to side rails;
- Size: Twin

TWIN BED – WOODEN WITH HEADBOARD AND FOOTBOARD

Three-ply solid Southern Yellow Pine construction with headboard, footboard, rails and hardware to support mattress and foundation.

Dimensions: 42” W x 79” x 38” H

LADDER STYLE BUNK BED – WOODEN – ABLE TO BE SEPARATED TO FORM TWO (2) TWIN BEDS

Three-ply solid Southern Yellow Pine construction with all hardware, rails, supports to support two twin mattresses and foundations.

Dimensions: 42” W x 79” x 68” H

TWIN MATTRESS

Twin: 39” W x 75” L with nylon covering that meets:

State of Rhode Island
Department of Administration
Office of Purchases
Specification 4358-04, Innerspring Mattress, Flame Retardant (Attachment A)

TWIN BOX SPRING

Twin 39" W x 75" L that meets:

State of Rhode Island
Department of Administration
Office of Purchases
Specification 4358-09, Box Spring, Flame Retardant (Attachment B)

Vendors must submit manufacturers specification sheets with their bids.

**STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES
ONE CAPITOL HILL
PROVIDENCE, RI 02908**

SPECIFICATION NO. 4358-04 Innerspring, Mattress, Flame Retardant

Date: 1/05/01 Supersedes: 1/11/95

1. CLASSIFICATION AND SCOPE:

1.1 Scope: This specification covers the construction and materials for innerspring mattresses composed of flame-retardant materials, as designated herein.

1.2 Classification:

1.2.1 Types: Innerspring mattresses covered by this specification shall be of two types, one grade and one class of construction.

Type I – Non-gatch type

Type II – Gatch Type

2. APPLICABLE SPECIFICATION:

2.1 The following specifications, of the issue in effect on date of Invitation to bid, form a part of this specification:

U.S. Department of Commerce, DOC-FF-4-72

Flammability Standards

Federal Specification CCC-C-436

ACA Ticking, Type II, Class 2.

Federal Standard No. 191 – Method 5903 Flame Resistance.

Federal Specification V-M-81 (Grade of Felt), Vinyl/Nylon Laminate.

Veterans Administration Specification X-1636, Vinyl/Nylon laminate.

U.S.D.A. Publication SRA-AMS-180-Cotton and Cotton Linters.

Federal Spec. VM 96 – Type 3, Wire coils, 1956.

3. REQUIREMENTS:

3.1 Size:

3.1.1: Size of mattress shall be as designated in the Invitation to Bid.

3.2 Materials:

3.2.1: All materials used shall be of 100% new stock according to RI Bedding and Upholstered Furniture Laws.

3.2.2. Ticking: Style A: The Cloth, Ticking Twill, Cotton, 7 oz. sq. yd. (6.5 oz. min.) shall be flame resistant and conform to Type II, Class 2, of Federal Specification CCC-C-436 of latest issue.

Style B: Vinyl /Nylon Laminate. Flame Resistant, Anti-static and Anti-bacterial. (10. Oz. sq. yd. Min.) Ticking Shall be certified to be in full compliance with Veterans Administration Spec. X-1636 of the latest issue.

3.2.2.1 Pre-qualified suppliers of Type “B” ticking are:

Manufacturer

Chem-Tick Coated Fabrics, Inc.

Golding Brothers

Herculite Protective Fabrics Corp.

Brand Identity

Chem-Safe

Ultra-Gard Supreme

Stap-Chek Anstat “20”

3.2.3. Filling Material: Grade of Felt: 40% Cotton, 60% Linters in accordance with Grade C of Federal Specification V-M-81 of the latest issue. There shall be not less than 18 lbs. for the 36" x 75" mattress, 20 lbs. for 39" x 75" mattress; 28 lbs. for 54" x 75" mattress. (Add 2 lbs. per mattress for 80" lengths). Filling shall be equally divided on each side and distributed into the mattress with the exception of 15% of the total weight which is to be used in the center third of each side for crowning the mattress.

3.2.4 Cord and Twine: All lace tufting shall be done with nylon tufting braid. All machine stitching shall be done with Fire Retardant Synthetic Fiber Thread.

3.3 Spring Unit Construction:

3.3.1 Type I Non-Gatch Type: The unit shall be knotted coil construction with transverse rows of coils connected by helicals running at right angles to the long axis of the unit. The coil wire shall be not less than 13 gauge. The helical wire shall be not less than 17 ½ gauge. There shall be a border wire around the entire perimeter of the unit on each side. The border wire shall be no less than 8 gauge.

3.3.2 Type II – Gatch Type: The unit shall be knotted coil construction with transverse rows of coils connected by helicals running at right angles to the long axis of the unit. The coil wire shall be no less than 13 gauge. The helical wire shall be not less 17 ½ gauge. A border wire shall be at ends only to permit flexing of mattress on gatch type bed. Border wire shall be not less than 8 gauge. There shall be helical wire on each side, lengthwise.

3.2.2.1 Type II – Gatch Type – Size and Coil Count.

Size (Inches)	Total Number of Coils, Min.
39 x 75	198
35 x 75	176
39 x 80	207
36 x 80	184

3.3.3 Coils: Coils shall be thoroughly heat-treated so as to have a maximum of 3/16" set when fully compressed. Height of coils shall be 5" plus or minus ¼".

3.3.4 Insulators: Entire area of both sides of spring units to be covered with Perm-a-later wire insulators with a maximum wire spacing of 1 ¼" over the wire insulators shall be placed perimeter sized rubberized fiber pad insulators, 2.5 oz per sq. ft. minimum, hog-ringed to each side of the spring unit.

3.3.5 Pre-built Border: Type A Ticking only, shall be of one piece, vertical stitched to backing of 5/32" thickness cellular polyethylene 5 ½" in width. Vertical stitching shall have no greater separation than 2".

3.3.6 Panels: Each top and bottom ticking panel shall have a 5" wide flame-retardant flange which meets DOC-FF-4-72. The flange shall be double needle stitched to all sides. The flange in turn shall be inner-rolled over the insulators and securely fastened to each and every perimeter coil to prevent any movement of upholstery. Each top and bottom-ticking panel shall consist of not more than one longitudinal strip (no seams). Stripes shall run

lengthwise. Stitching of top and bottom panels shall be sewn to pre-built border with 5/8" fire retardant binding tape; eight stitches per inch.

3.4: A certified statement furnished by the manufacturer on their standard letterhead and signed by an officer or other responsible official, stating that mattresses offered and proposed to be supplied meet or exceed all the requirements of this specification, must be submitted with each bid.

3.5 Tufting: When specified in Invitation to Bid (for use with Style "A" Ticking only).

3.5.1: Both sides of the mattress shall be so finished that either side may be used with equal comfort. Tufting shall be biscuit shaped. No tufts are to be more than 9" apart. Lace tufting of nylon braid shall be used.

3.5.2: Machine Stitching – Shall be not less than 8 stitches to the inch.

3.6 Finish: Mattress shall be well finished, clean and free from defects materially affecting appearance or service. Workmanship shall conform to the best trade practice.

4. SAMPLING, INSPECTION AND TEST PROCEDURES:

4.1 Sampling: The successful bidder shall allow the state the right to open for inspection 1% of the mattresses delivered to determine compliance with Specifications. Rejection of random sample(s) shall be grounds for rejection of the entire shipment. Mattresses opened for inspection and testing shall be repaired or replaced by the contractor at no cost to the State.

4.2 Inspection: The mattresses shall have a label attached to conform to the legal requirements of the State of RI. Mattresses shall be subject to Inspection for compliance with the law by the Inspection Division of the RI Department of Business Regulation, which is responsible for the enforcement of the statutes regulating the manufacture and sale of Articles of bedding or upholstered furniture. Inspection may be done at the destination or at the place of manufacture.

5. PREPARATION FOR DELIVERY:

5.1 Dating: All mattresses delivered under this specification shall bear the date of manufacture.

5.2 Packing: Each mattress shall be individual packaged in a manner commonly used in vendor's transportation or commercial transportation so constructed as to insure acceptance and safe delivery to the location called for in the contract or purchase order.

5.3 Marking: Unless otherwise specified, shipping containers shall be marked with the description of the contents, the name and address of the manufacturer, the order number and the name and address of the ordering agency.

This specification shall, until revised or rescinded, apply to each future purchase and contract for the commodity described herein. Copies of the State of RI Standard Specifications may be obtained from the Division of Purchases, Standards Section, One Capitol Hill, Providence, RI 02908. **PLEASE RETAIN FOR FUTURE REFERENCE.**

**STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES
ONE CAPITOL HILL
PROVIDENCE, RI 02908**

SPECIFICATION NO. 4358-09 Box Spring, Flame Retardant

Date: 6/28/99 Supersedes: 5/11/98

1. CLASSIFICATION AND SCOPE:

1.1 Scope: This specification covers the construction and materials for a box spring composed of flame-retardant materials as designated herein.

1.2 Classification:

**1.2.1 Types: Type I – Twin Size
Type II – Full Size**

2. APPLICABLE SPECIFICATION: There are no other specifications applicable to this specification. Federal Specifications CCC-C-436 ACA Ticking, Type II, Class 2. U.S. Department of Commerce, DOC-FF-4-72 Federal Std. No. 191 – Method 5903-Flame Resistance.

3. REQUIREMENTS:

3.1 Size: Size of box spring shall be designated in the invitation to bid.

3.2 Materials:

3.2.1: All materials used shall be of 100% new stock according to RI Bedding and Upholstered Furniture Laws.

3.2.2: Spring Unit Construction:

Size (inches)	Total number of Coils (Min.)
39 x 74	63
54 x 74	81

9½ gauge coil contract spring unit with 3 gauge high carbon steel border and one-piece grid top.

3.2.3 Frames: Spring unit mounted to heavy duty wood frame with 1” x 4” side and end rails and 1” x 3” slats.

3.2.4 Insulation: Heavy-duty fiber pad, fire retardant.

3.2.5 Cover: Commercial grade non-skid tops with staff check 20 border or approved equal – fire retardant.

3.2.6 Corner Guards: White plastic.

3.2.7 Dust Cover: Complete

3.3: A certified statement furnished by the manufacturer on their standard letterhead and signed by an officer or other responsible official, stating that the mattress offered and proposed to be supplied meets or exceeds all the requirements of this specification must be submitted with each bid.

3.3.1 Finish: Box spring shall be will finished, clean and free from defects materially affecting appearance or service. Workmanship shall conform to the best trade practice.

4. SAMPLING INSPECTION AND TEST PROCEDURES:

4.1 Sampling: The successful bidder shall allow the state the right to open for inspection 1% of the box springs delivered to determine compliance with specifications. Rejection of random samples(s) shall be grounds for rejection of the entire shipment. Box springs

opened for inspection and testing shall be repaired or replaced by the contractor at no cost to the State.

4.2 Inspection: The box springs shall have a label attached to conform to the legal requirements of the State of Rhode Island. Box springs shall be subject to Inspection for compliance with the law by the Inspection of the Division of the Department of Business Regulation, which is responsible for the enforcement of the statutes regulating the manufacture and sale of articles of bedding or upholstered furniture. Inspection may be done at the place of manufacture.

5. PREPARATION FOR DELIVERY:

5.1 Dating: All box springs delivered under this specification shall bear the date of manufacture.

5.2 Packing: Each box spring shall be individually packaged in a manner commonly used in vendor's transportation or commercial transportation so constructed as to insure acceptance and safe delivery to the location called for in the contract or purchase order.

5.3 Marking: Unless otherwise specified, shipping containers shall be marked with the description of the contents the name and address of the manufacturer, the order number and the name and address of the ordering agency.

6. BID SAMPLES: Buyer may instruct (3) lowest bidders to submit samples subsequent to bid opening. Samples shall not be submitted with bid.

This specification shall apply, until revised or rescinded, to each future purchase and contract for the commodity described herein. Copies of State of Rhode Island Specifications may be obtained from the Office of Purchases, One Capitol Hill, Providence, RI 02908.

PLEASE RETAIN FOR FUTURE REFERENCE.

	MANUFACTURER	MODEL NAME AND NUMBER	Price per unit		
			Year 1	Year 2	Year 3
4-Way Convertible Crib					
Crib Mattress					
Toddler Rail					
Delivery and Assembly					
Twin Bed Frame					
Delivery and Assembly					
Twin Bed					
Delivery and Assembly					
Bunk Bed					
Delivery and Assembly					
Twin Mattress					
Delivery and Assembly					
Twin Box Spring					
Delivery and Assembly					

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....XVI

 BID STANDARD TERMS AND CONDITIONSXVI

 TERMS AND CONDITIONS FOR THIS BIDXVI

 AWARDXVI

 CHARGES PERMITTEDXVI

 INSPECTION REQUIREMENTSXVI

 INSURANCE REQUIREMENTS (ADDITIONAL)XVI

 LICENSE REQUIREMENTSXVI

 MULTI YEAR AWARDXVI

 READING VENDOR NAMES ONLYXVII

 RIVIP INFO - BID SUBMISSION REQUIREMENTSXVII

 TERMS AND CONDITIONS OF PRICING AGREEMENTXVII

Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

AWARD

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

CHARGES PERMITTED

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

INSPECTION REQUIREMENTS

BIDDERS ARE RESPONSIBLE FOR INSPECTION OF EQUIPMENT AND/OR LOCATION, TAKING MEASUREMENTS* WHEN REQUIRED, AND MAKING THEMSELVES AWARE OF THE TOTAL REQUIREMENT BEFORE SUBMITTING A BID. *MEASUREMENTS PROVIDED WITH ANY BID ARE FOR REFERENCE PURPOSES AND ARE NOT GUARANTEED TO BE COMPLETELY ACCURATE.

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.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

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.

READING VENDOR NAMES ONLY

DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI DIVISION OF PURCHASES WEBSITE AT WWW.PURCHASING.RI.GOV

RIVIP INFO - BID SUBMISSION REQUIREMENTS

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 should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped/receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration

Division of Purchases, 2nd Floor

One Capitol Hill, Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid proposals in electronic format are not accepted at this time.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

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.