



# RI Purchase Agreement Amendment Report

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

REBECCA J FORTE  
33 ROLLINGWOOD DR  
JOHNSTON, RI 02919  
United States

Amendment Date: 11-JUN-13  
Original Award Date: 17-JUN-11  
Buyer: C Mellillo  
Phone #:  
FOB: Destination  
Terms: NET 30  
Vendor # 39276

<b>S H I P  T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 2 Award Number <b>3234399</b> Effective Period <b>01-AUG-11 - 31-OCT-13</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	STENOGRAPHIC SERVICES - MPA-137 (8/1/11 - 10/31/13)			

Description			Bid Number	Change Order Req#	
STENOGRAPHIC SERVICES - MPA-137 (8/1/11 - 10/31/13)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3234399  CHANGE EFFECTIVE PERIOD: FROM: 8/1/11 - 7/31/13 TO: 8/1/11 - 10/31/13 TO ALLOW TIME FOR NEW BID AND AWARDS.			

STATE PURCHASING AGENT  
  
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.state.ri.gov](http://www.purchasing.state.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements



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Amendment Date: 29-JUL-11  
 Original Award Date: 17-JUN-11  
 Buyer: C Melillo  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 39276

<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>3234399</b> Effective Period 01-AUG-11 - 31-JUL-13	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

STENOGRAPHIC SERVICES - MPA-137 (8/1/11 - 7/31/13)

Description			Bid Number	Change Order Req#	
STENOGRAPHIC SERVICES - MPA-137 (8/1/11 - 7/31/13)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3234399			
		LINE ITEM 62 ADDED FOR MISCELLANEOUS CHARGES			
62	961.24	MPA-137 8/1/11 - 7/31/13 - MISCELLANEOUS CHARGES - PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE		Total	1

<b>STATE PURCHASING AGENT</b>
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# Notice of Blanket Purchase Agreement

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STENOGRAPHIC SERVICES - MPA-137  
(8/1/11 - 7/31/13)

**Award  
Number**  
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**Effective Period:**  
01-AUG-11 - 31-JUL-13

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 17-JUN-11 <b>Buyer:</b> C Melillo <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 39276	<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
			7448509	
Line	Item	Item Description	Unit	Unit Price

		8/1/11 - 7/31/13 MASTER PRICE AGREEMENT #137  MULTIPLE AWARDS HAVE BEEN MADE IN THE BEST INTEREST OF THE STATE OF RHODE ISLAND.  NOTE: ALL TRANSCRIPTS MUST BE DELIVERED WITHIN TWO (2) WEEKS OF HEARINGS - EXPEDITED RATES WILL APPLY OTHERWISE. * SUPPLIER CONTACT: REBECCA FORTE (401) 934-0096 FAX: (401) 934-2097 EMAIL: stenorf@aol.com *		
1		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: DAYS: TRANSCRIPT ORDERED (UP TO 3 HOURS)	TOTAL	90
2		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: DAYS: TRANSCRIPT ORDERED (OVER 3 HOURS)	TOTAL	125
3		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL PER HOUR CHARGE FOR TRANSCRIPT ORDERED	Hour	25
4		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: DAYS: NO TRANSCRIPT ORDERED (UP TO 1 HOUR)	TOTAL	85
5		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: DAYS: NO TRANSCRIPT ORDERED (1-2 HOURS)	TOTAL	125
6		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: DAYS: NO TRANSCRIPT ORDERED (2-3 HOURS)	TOTAL	150
7		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: DAYS: NO TRANSCRIPT ORDERED (OVER 3 HOURS)	TOTAL	200

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8		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL PER HOUR CHARGE FOR NO TRANSCRIPT ORDERED	Hour	40
9		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: NIGHTS: TRANSCRIPT ORDERED (UP TO 3 HOURS)	TOTAL	175
10		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: NIGHTS: TRANSCRIPT ORDERED (OVER 3 HOURS)	TOTAL	200
11		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL PER HOUR CHARGE FOR NIGHTS -TRANSCRIPT ORDERED	Hour	40
12		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: NIGHTS: NO TRANSCRIPT ORDERED (UP TO 3 HOURS)	TOTAL	200
13		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: NIGHTS: NO TRANSCRIPT ORDERED (OVER 3 HOURS)	TOTAL	250
14		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL PER HOUR CHARGE FOR NIGHTS-NO TRANSCRIPT ORDERED	Hour	40
15		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: DAYS: NO WORK / NO WAITING	TOTAL	90
16		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL CHARGE - NO WORK, NO WAITING	Hour	25
17		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: NIGHTS: NO WORK / NO WAITING	TOTAL	175
18		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL CHARGE (WAITING) NIGHTS - NO WORK, NO WAITING	Hour	25
19		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: HOLIDAYS: TRANSCRIPT ORDERED (UP TO 3 HOURS)	TOTAL	100
20		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: HOLIDAYS: TRANSCRIPT ORDERED (OVER 3 HOURS)	TOTAL	175

**STATE PURCHASING AGENT**

*Lorraine A. Hynes*

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21		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL PER HOUR CHARGE - HOLIDAYS, TRANSCRIPT ORDERED	Hour	25
22		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: HOLIDAYS: NO TRANSCRIPT ORDERED (UP TO 3 HOURS)	TOTAL	200
23		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL PER HOUR CHARGE FOR HOLIDAYS, NO TRANSCRIPT ORDERED (UP TO 3 HOURS)	Hour	25
24		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: HOLIDAYS: NO TRANSCRIPT ORDERED (OVER 3 HOURS)	TOTAL	250
25		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL PER HOUR CHARGE - HOLIDAYS, NO TRANSCRIPT ORDERED (OVER 3 HOURS)	Hour	25
26		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: WEEKENDS: TRANSCRIPT ORDERED (UP TO 3 HOURS)	TOTAL	100
27		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: WEEKENDS: TRANSCRIPT ORDERED (OVER 3 HOURS)	TOTAL	150
28		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL PER HOUR CHARGE - WEEKENDS - TRANSCRIPT ORDERED (OVER 3 HOURS)	Hour	50
29		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: WEEKENDS: NO TRANSCRIPT ORDERED (UP TO 3 HOURS)	TOTAL	200
30		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL PER HOUR CHARGE FOR WEEKENDS - NO TRANSCRIPT ORDERED (UP TO 3 HOURS)	Hour	50
31		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: WEEKENDS: NO TRANSCRIPT ORDERED (OVER 3 HOURS)	TOTAL	225
32		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: ADDITIONAL PER HOUR CHARGE FOR WEEKENDS - NO TRANSCRIPT ORDERED (OVER 3 HOURS)	Hour	50
33		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: MULTI DEPOSITIONS (REGULAR)	Each	50

**STATE PURCHASING AGENT**

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34		MPA-137 8/1/11 - 7/31/13 STENO-APPEARANCE FEE: MULTI DEPOSITIONS (RECORDS)	Each	50
35		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - TRANSCRIPT (24 LINES) REGULAR HEARING) PER PAGE	Each	3.85
36		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - TRANSCRIPT (24 LINES) MEDICAL/EXPERT HEARING) PER PAGE	Each	4
37		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - TRANSCRIPT (24 LINES) (NIGHT HEARING) PER PAGE	Each	3.85
38		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - TRANSCRIPT (24 LINES) DEPOSITION) PER PAGE	Each	3.5
39		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - TRANSCRIPT (24 LINES) WORKERS' COMP DEPOSITION) PER PAGE	Each	3.5
40		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - EXPEDITED PREPARATION: WITHIN 24 HOURS PER PAGE	Each	7
41		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION AND HANDLING FEES - EXPEDITED PREPARATION: WITHIN 36 HOURS PER PAGE	Each	6.5
42		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - EXPEDITED PREPARATION: WITHIN 48 HOURS PER HOUR	Each	6
43		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - EXPEDITED PREPARATION: WITHIN 60 HOURS - PER PAGE	Each	5.5
44		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION AND HANDLING FEES - EXPEDITED PREPARATION: WITHIN 72 HOURS - PER PAGE	Each	5
45		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION AND HANDLING FEES - EXPEDITED PREPARATION: WITHIN 96 HOURS - PER PAGE	Each	4.5
46		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION AND HANDLING FEES - EXPEDITED PREPARATION: WITHIN 7 DAYS - PER PAGE	Each	4

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47		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - ADDITIONAL TRANSCRIPT ORDERED WITH ORIGINAL - PER PAGE	Each	.5
48		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION AND HANDLING FEES - ADDITIONAL TRANSCRIPT (NIGHT HEARING) - PER PAGE	Each	.5
49		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - ADDITIONAL TRANSCRIPT (EXPEDITED HANDLING) PER PAGE	Each	1
50		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - EXHIBITS - PER PAGE	Each	.3
51		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - EXCERPTS (UNDER 5 PAGES ) PER PAGE	Each	25
52		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - EXCERPTS (OVER 5 PAGES) HEARINGS - PER PAGE	Each	3.85
53		MPA-137 8/1/11 - 7/31/13 STENO-PREPARATION & HANDLING FEES - EXCERPTS (OVER 5 PAGES) DEPOSITIONS - PER PAGE	Each	3.85
54		MPA-137 8/1/11 - 7/31/13 -STENO- HANDLING AND DELIVERY NOTE: ALL TRANSCRIPTS MUST BE DELIVERED WITHIN TWO (2) WEEKS OF HEARINGS - EXPEDITED RATES WILL APPLY OTHERWISE. * * * TRANSCRIPT COPIES (OTHER THAN ORIGINAL CLIENT) ORDERED BY ANY AGENCY OR POLITICAL SUB-DIVISION OF THE STATE OF RHODE ISLAND	Each	6
55		MPA-137 8/1/11 - 7/31/13 STENO-REGULAR HEARING - PER PAGE	Each	2.25
56		MPA-137 8/1/11 - 7/31/13 STENO-MEDICAL/EXPERT HEARING - PER PAGE	Each	2.25
57		MPA-137 8/1/11 - 7/31/13 - STENO-NIGHT HEARING - PER PAGE	Each	2.25
58		MPA-137 8/1/11 - 7/31/13 -STENO- EXPEDITED HANDLING (WITHIN 24 HOURS) -	Each	4.5

**STATE PURCHASING AGENT**

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		PER PAGE		
59		MPA-137 8/1/11 - 7/31/13 - STENO-ASCII DISK	Each	25
60		MPA-137 8/1/11 - 7/31/13 -STENO- MINI TRANSCRIPT	Each	25
61		MPA-137 8/1/11 - 7/31/13 - STENO-EMAIL TRANSCRIPT	Each	25

<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****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.

**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.

**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).

#### **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.

#### **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.

#### **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)."

#### **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.