

Notice of Blanket Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	KIESLER POLICE SUPPLY INC 2802 SABLE MILL RD JEFFERSONVILLE, IN 47130 United States
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AMMUNITION - MPA-31	
Award Number	3472491
Revision Number	0
Effective Period	01-JUN-2016 - 31-JUL-2017
Approved PO Date	19-JUL-2016
Vendor Number	8813-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Change Order Requisition Number	
Solicitation Number	7550559
Freight	Paid
Payment Terms	NET 30
Buyer	- Cowell Jr, John
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

6/1/16 - 7/31/17 - WITH (1) ONE 6-MONTH RENEWAL OPTION AT THE SOLE DISCRETION OF THE STATE.

AMMUNITION - MPA-31

DELIVERY: 30-270 DAYS ARO

SUPPLIER TELEPHONE # (800) 444-2950

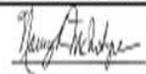
Line	Description	Unit	Unit Price (USD)

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT

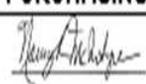

Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
1	MPA-31 FY16-18 NO. 9 SOLVENT, QUART, PACKAGING: 10/CASE, BRAND/ITEM#: 932 HOPPES, BID LINE ITEM #10	Each	10.68
2	MPA-31 FY16-18 FEDERAL .223 62-BULK PACK NO SUBSTITUTIONS, PACKAGING: 1000/CASE, BRAND/ITEM #: AE223BK FEDERAL, BID LINE ITEM #43	Box	339.8
3	MPA-31 FY16-18 SPEER #53608 .380 90 GRAIN GDHP, PACKAGING: 1000/CASE, BRAND/ITEM#: SPEER 53608, BID LINE ITEM #83	Case	347.41
4	MPA-31 FY16-18 SPEER #23611 9MM 124 GRAIN +P GDHP-SB, PACKAGING: 1000/CASE, BRAND/ITEM#: SPEER 23611, BID LINE ITEM #79	Case	409.71
5	MPA-31 FY16-18 FEDERAL # T2236 64 GRAIN CASE OF 500, PACKAGING: 500/CASE, BRAND/ITEM#: FEDERAL T223L, BID LINE ITEM #76	Case	315.36
6	MPA-31 FY16-18 ROCKWOOD CORPORATION, SPEEDWELL DIVISION, REALISTIC POLICE COMBAT (COLOR, BLACK & WHITE) TARGETS, FRIENDLY & HOSTILE ASSORTED STYLES (100 TARGETS/CASE), BID LINE ITEM #63	Case	49.34
7	MPA-31 FY16-18 12 GAUGE FRANGIBLE SLUG, PACKAGING: 250/CASE, BRAND/ITEM#: FEDERAL LEB127LRS, BID LINE ITEM #56	Case	167.75
8	MPA-31 FY16-18 FEDERAL 5 56MM 55-GRAIN FULL METAL JACKET #XM193 BK 900CASE-BULK PACKAGE, NO SUBSTITUTIONS, PACKAGING: 1000/CASE, BRAND/ITEM#: FEDERAL XM193BK, BID LINE ITEM #52	Case	339.8
9	MPA-31 FY16-18 FEDERAL 12 GAUGE 00 BUCKSHOT # F130 00 NO SUBSTITUTIONS, PACKAGING: 250/CASE, BRAND/ITEM #: F13000 FEDERAL, BID LINE ITEM #45	Case	158.92
10	MPA-31 FY16-18 FEDERAL .12 GAUGE # 8 TARGET LOAD # TGL 12 8 NO SUBSTITUTIONS, PACKAGING: 250/CASE, BRAND/ITEM #: TGL 1218 FEDERAL, BID LINE ITEM #44	Case	58.27
11	MPA-31 FY16-18 TARGET #530 (5 BULLSEYE), PACKAGING: EACH, BRAND/ITEM#: Q, LE TARGETS, BID LINE ITEM #44	Each	.21
12	MPA-31 FY16-18 TARGET - QCB - FAC (FACER ON TARGET), PACKAGING: EACH, BRAND/ITEM#: QCB-FAC, LE TARGETS, BID LINE ITEM #21	Each	.2
13	MPA-31 FY16-18 TARGET FBI - Q PAPER TARGETS ROCKWOOD, PACKAGING: EACH, BRAND/ITEM#: Q, LE TARGETS, BID LINE ITEM #19	Each	.18
14	MPA-31 FY16-18 ARMY "L" TARGETS B-22 ROCKWOOD, PACKAGING: EACH, BRAND/ITEM#: SPEEDWELL B-22, BID LINE ITEM #16	Each	.24
15	MPA-31 FY16-18 PISTOL PATCHES, (1000/PK), PACKAGING: 50/CASE, BRAND/ITEM#: HOPPES, BID LINE ITEM #104	Case	76
16	MPA-31 FY16-18 CLEANING PATCHES HOPPES - .22 CAL 60/PK	Case	9.12

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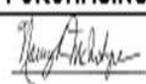
STATE PURCHASING AGENT

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	NO. 1202, NO SUBSTITUTIONS, PACKAGING: 12/CASE, BRAND/ITEM#: 1202 HOPPES, BID LINE ITEM #6		
17	MPA-31 FY16-18 CLEANING PATCHES HOPPES - 12 GA. 25/PK NO. 1205, PACKAGING: 100/CASE, BRAND/ITEM#: HOPPES 1205, BID LINE ITEM #5	Case	76
18	MPA-31 FY16-18 CLEANING PATCHES 223, PACKAGING: 12/CASE, BRAND/ITEM#: HOPPES 1202 , BID LINE ITEM #113	Each	.76
19	MPA-31 FY16-18 CLEANING PATCHES 12 GA, BRAND/ITEM#: HOPPES 12055, BID LINE ITEM #112	Each	3.77
20	MPA 31 FY16-18 CLEANING BRUSHES 12 GA, BRAND/ITEM#: HOPPES 1314, BID LINE ITEM # 111	Each	1.14
21	MPA-31 FY16-18 CLEANING BRUSHES 223, BRAND/ITEM#: HOPPES 1303P, BID LINE ITEM #21	Each	.91
22	MPA-31 FY16-18 CLEANING BRUSHES 40 CAL, BRAND/ITEM#: HOPPES 1308A, BID LINE ITEM #109	Each	.91
23	MPA-31 FY16-18 HOPPES 40 CAL GUN CLEANING KIT # PC040B, BRAND/ITEM#: HOPPES PC040B, BID LINE ITEM #106	Each	5.58
24	MPA-31 FY16-18 HOPPES UNIVERSAL GUN CLEANING KIT # FC2, BRAND/ITEM#: HOPPES FC2, BID LINE ITEM #105	Each	17.38
25	MPA-31 FY16-18 BAC-PF-10 24"X45"X3" POLYFOAM BACKERS BAC-PF10 LE TARGETS, PACKAGING: EACH, BRAND/ITEM#: LE TARGETS BAC-PF10, BID LINE ITEM #102	Each	39.18
26	MPA-31 FY16-18 FAC-GR GREEN PAPER "E" FACER FAC-GR LE TARGETS, PACKAGING: EACH, BRAND/ITEM#: LE TARGETS FAC-GR, BID LINE ITEM #101	Each	.29
27	MPA-31 FY16-18 Q-WH Q TARGETS WHITE PAPER Q-WH LE TARGETS, PACKAGING: EACH, BRAND/ITEM#: LE TARGETS Q--WHQ, BID LINE ITEM #100	Each	.18
28	MPA-31 FY16-18 CAT-IV US CUSTOM CAT-IV TARGETS - CAT-IV LE TARGETS, PACKAGING: EACH, BRAND/ITEM#: LE TARGETS CAT-IV, BID LINE ITEM #99	Each	.2
29	MPA-31 FY16-18 TARGETS LE KIT 12-INCH SQUARE STEEL TARGET WITH BRACKET, PACKAGING: EACH, BRAND/ITEM#: LE TARGETS DMW-12IN, BID LINE ITEM #96	Each	133.42
30	MPA-31 FY16-18 TARGETS KIT 12-INCH STEEL TARGET WITH BRACKET, PACKAGING: EACH, BRAND/ITEM#: LE TARGETS DMW-12IN, BID LINE ITEM #95	Each	133.42
31	MPA-31 FY16-18 TARGETS STEEL PLATE TARGET WITH BRACKET 18 X 24, PACKAGING: EACH, BRAND/ITEM#: LE TARGETS DMW-1824, BID LINE ITEM 94	Each	180.01
32	MPA-31 FY16-18 TARGETS COMPLETE MILL SPEC TARGET, PACKAGING: EACH, BRAND/ITEM#: LE TARGETS MS-CP, BID LINE ITEM #93	Each	211.53
33	MPA-31 FY16-18 FX 9002 BLACK FULL HELMET, PACKAGING: EACH, BRAND/ITEM#: FORCE ON FORCE FFHD01, BID LINE	Each	72

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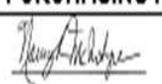
Line	Description	Unit	Unit Price (USD)
	ITEM #87		
34	MPA-31 FY16-18 LAW ENFORCEMENT TARGETS, SHOTGUN TARGETS, NO SUBSTITUTIONS, PACKAGING: EACH, BRAND ITEM#: LE TARGETS FAC-GR, BID LINE ITEM #75	Each	.29
35	MPA-31 FY16-18 LAW ENFORCEMENT TARGETS, RIFLE TARGETS, NO SUBSTITUTIONS, PACKAGING: EACH, BRAND ITEM#: LE TARGETS TQ-16DOJ, BID LINE ITEM #74	Each	.2
36	MPA-31 FY16-18 LAW ENFORCEMENT TARGETS, POLYFOAM TARGET BACKERS, NO SUBSTITUTIONS, PACKAGING: EACH, BRAND ITEM#: LE TARGETS BAC-PF-10, BID LINE ITEM #73	Each	39.18
37	MPA-31 FY16-18 .45 CALIBER FRANGIBLE HOLLOW POINT, PACKAGING: 1000/CASE, BRAND/ITEM#: FEDERAL BC 45CT1, BID LINE ITEM #57	Each	579.39
38	MPA-31 FY16-18 TARGETS, US CUSTOMS - 200/CASE, PACKAGING: EACH, BRAND/ITEM#: CAT-IV, LE TARGET, BID LINE ITEM #23	Each	.2
39	MPA-31 FY16-18 TARGET (19" X 31" CARDBOARD), PACKAGING: EACH, BRAND/ITEM#: FBI-Q, LE TARGETS, BID LINE ITEM #20	Each	.83
40	MPA-31 FY16-18 CLEANING BRUSHES HOPPES 12 GA SHOTGUN, PACKAGING: 100/CASE, BRAND/ITEM#: 1314P HOPPES, BID LINE ITEM #40	Each	1.14
41	MPA-31 FY16-18 CLEANING BRUSHES HOPPES .223 CALIBER, PACKAGING: 100/CASE, BRAND/ITEM#: 1303P HOPPES, BID LINE ITEM #3	Each	.91
42	MPA-31 FY16-18 CLEANING BRUSHES - HOPPES .40 CALIBER BRONZE BORE, PACKAGING: 100/CASE, BRAND/ITEM#: 1308AP HOPPES, BID LINE ITEM #2	Each	.91
43	MPA-31 FY16-18 GAUGE 2 3/4" # 8 SHOT LOW BRASS 126, PACKAGING: 250/CASE, BRAND/ITEM#: FEDERAL TGL 1218, BID LINE ITEM #59	Thousand	233.08
44	MPA-31 FY16-18 ROUNDS, 12 GAUGE, LOW RECOIL 129, PACKAGING: 250/CASE, BRAND/ITEM#: FEDERAL LE 13300, BID LINE ITEM #60	Thousand	573.88
45	MPA-31 FY16-18 GAUGE 2 3/4" # 8 SHOT, LOW BRASS, PACKAGING: 250/CASE, BRAND/ITEM#: TGL1218 FEDERAL, BID LINE ITEM #13	Thousand	233.08
46	MPA-31 FY16-18 ROUNDS BALL .223 CAL 55 GR FMJ, PACKAGING: 500/CASE, BRAND/ITEM#: AE 223J FEDERAL, BID LINE ITEM #11	Thousand	344.88
47	MPA-31 FY16-18 PERCENT ALLOWED OFF CURRENT CATALOG LIST PRICE FOR ALL OTHER NON-CORE AMMUNITION AND ASSOCIATED ITEM. LIST PRICE LESS 0%	Each	1

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STATE PURCHASING AGENT



Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

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).

HAZARDOUS MATERIAL

HAZARDOUS MATERIAL SAFETY DATA SHEET IS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AFTER THEIR RECEIPT OF THE PURCHASE ORDER AND BEFORE OR WITH THE FIRST DELIVERY. THIS SHEET WILL BE KEPT ON FILE AS A REFERENCE FOR FUTURE DELIVERIES MADE UNDER THIS CONTRACT. THIS SHEET IS MANDATED BY RI STATE LAW CHAPTER 28-21 HAZARDOUS SUBSTANCE RIGHT-TO-KNOW ACT. FAILURE TO COMPLY WITH THIS REQUEST WILL RESULT IN LOSS OF CONTRACT.

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.

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.

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.

PARTIAL PAYMENTS

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

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.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

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.