



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
SERVICE & INSTALLATION OF AUTOMATIC DOOR OPERATORS
MASTER PRICE AGREEMENT (“MPA”) #379
BID SOLICITATION # 7548438
CONTRACT TERM 7/1/2014 – 6/30/2017
WITH 1 RENEWAL OPTION FOR 1-YEAR TERM AT THE SOLE OPTION OF THE STATE

BACKGROUND:

The Division of Purchases issued RFQ #7548438 for Service & Installation of Automatic Door Operators. Agencies should use the attached rankings to determine eligible firms. Vendors are ranked on an overall basis.

CONTRACT SUMMARY:

The term of this MPA is three (3) years with one (1), one-year renewal at the sole option of 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).

STATE AGENCIES ARE REQUIRED TO:

- Solicit Written Quotes from all MPA Awarded Vendors for each project.
- Request the Division of Purchases to Solicit Any Project Anticipated to Exceed \$10,000.

WORK ORDER CAPS:

There is a \$10,000 work order cap per project.

AGENCIES SHOULD REVIEW THE CONDITIONS CONTAINED IN THE PURCHASE AGREEMENT.



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VENDOR AWARDS CONTACT INFORMATION:

Purchase Order # 3370926

Vendor Name: Elco Electric Service Corp.

New Accounts

Contact Name: Ken Reuter, Cheryl Reuter
Tel: 401-946-2000
Email: elcoelectric@ymail.com

Purchase Order # 3370883

Vendor Name: Connecticut Door Closer Service

New Accounts

Contact Name: Deborah Steneck
Tel: 203-284-3667, 800-358-6143
Email: sales@autodoorsystem.com

Purchase Order # 3371064

Vendor Name: Dorma USA Inc.

New Accounts

Contact Name: Bill Gerardi – Branch Manager, X326
Donna Garofalo – Office Administrator X313
Service Department – Nancy Riley
Tel: 781-963-0182 or 800-341-2400
Email: bgerardi@dorma-usa.com
dgarafalo@dorma-usa.com
nriley@dorma-usa.com

ALL ATTACHMENTS ARE DENOTED BY ☒, AND APPEAR IN THE FOLLOWING ORDER:

- CONTRACT USER GUIDE
- SAMPLE AGENCY NOTIFICATION LETTER TO VENDOR
- CHANGE ORDER TO ORIGINAL PURCHASE
- ALL PRIOR CHANGE ORDERS TO ORIGINAL PURCHASE (sequential order is most recent to #1)
- ORIGINAL PURCHASE AWARD (VENDOR AWARD)
- VENDOR AMENDMENT/S
- PRODUCT AND PRICING (IF NOT INCLUDED ON PURCHASE ORDER)



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- SPECIAL INSTRUCTIONS
- TERMS AND CONDITIONS
- SUPPLEMENTAL ANALYSIS INFO – SEE MPA SEARCH RESULTS WEBPAGE
- OTHER – DESCRIPTION:

DIVISION OF PURCHASES CONTACT:

Name: Gary P. Mosca
Title: Senior Buyer
Tel: 401-574-8124
Email: gary.mosca@purchasing.ri.gov



RI Purchase Agreement Amendment Report

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

ELCO ELECTRIC SERVICE CORP
 948 PONTIAC AVE
 CRANSTON, RI 02920
 United States

Amendment Date: 16-JUL-14
 Original Award Date: 31-MAR-14
 Buyer: G Mosca
 Phone #: 401-574-8124
 FOB: Destination
 Terms: NET 30
 Vendor # 402

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 2 Award Number 3370926 Effective Period 01-JUL-14 - 30-JUN-17	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	AUTOMATIC DOOR OPERATOR SERVICE/INSTALLATION - MPA #379			

Description			Bid Number	Change Order Req#	
AUTOMATIC DOOR OPERATOR SERVICE/INSTALLATION - MPA #379					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3370926 DATED 3/31/14 LINE #13 ADDED TO PURCHASE ORDER.			
13	910.82	MPA-379 - 7/1/16-6/30/17 MATERIALS ARE TO BE PROVIDED AT COST PLUS FEES FOR OVERHEAD, PICKUP, AND DELIVERY.		Total	1

STATE PURCHASING AGENT

 Lorraine A. Hynes



Notice of Blanket Purchase Agreement

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

ELCO ELECTRIC SERVICE CORP
 948 PONTIAC AVE
 CRANSTON, RI 02920
 United States

AUTOMATIC DOOR OPERATOR
 SERVICE/INSTALLATION - MPA #379

Award Number
3370926

Effective Period:
01-JUL-14 - 30-JUN-17

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 31-MAR-14 Buyer: G Mosca Shipping: Paid Terms: NET 30 Vendor # 402	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
Line	Item	Item Description	Unit	Unit Price

		<p>Master Price Agreement #379 - Automatic Door Operator Service/Installation</p> <p>Blanket Period: 7/1/14 - 6/30/17 The State reserves the right to renew the contract for (1), one year extension.</p> <p>New Installation will result in a fully operational ADA compliant automatic door operator and related components installed on existing door(s). All equipment will be warranted for one (1) full year from date of acceptance.</p> <p>Semi-Annual maintenance will consist of two (2) scheduled visits per year (at approximately 6 month intervals) to lubricate adjust, clean and inspect operation of all automatic swinging or sliding door or pair of doors. Inspections will be performed in accordance with American Association of Automatic Door Manufacturers Guideline and in compliance with ANSI A156.10.</p> <p>Battery operated devices will have their batteries changed at each scheduled visit.</p> <p>Vendor will respond to normal service calls no later than the first business day following the day of the call. Response to emergency service calls, those calls where there is a safety or security risk will be within three (3) hours.</p> <p>Straight Time is: 8:00 am - 4:30 pm, Monday - Friday Overtime is: 4:31 pm - 7:59 am, and all day Saturday, Sunday and Holidays.</p> <p>Materials are to be provided at cost plus the following fee for overhead, pickup and delivery:</p> <table style="margin-left: 20px;"> <tr><td>\$0 - 500</td><td>No Fee</td></tr> <tr><td>\$501 - 700</td><td>\$75.00</td></tr> <tr><td>\$701 - 1000</td><td>\$96.00</td></tr> <tr><td>\$1001 - 1500</td><td>\$125.00</td></tr> </table>	\$0 - 500	No Fee	\$501 - 700	\$75.00	\$701 - 1000	\$96.00	\$1001 - 1500	\$125.00		
\$0 - 500	No Fee											
\$501 - 700	\$75.00											
\$701 - 1000	\$96.00											
\$1001 - 1500	\$125.00											

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 948 PONTIAC AVE
 CRANSTON, RI 02920
 United States

AUTOMATIC DOOR OPERATOR
 SERVICE/INSTALLATION - MPA #379

Award Number
 3370926

Effective Period:
 01-JUL-14 - 30-JUN-17

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 31-MAR-14 Buyer: G Mosca Shipping: Paid Terms: NET 30 Vendor # 402	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

		\$1501 - 2500 \$180.00 \$2501 - 5000 \$300.00 Pricing in accordance with specifications of Public Bid #7548438, dated 3/25/2014. Vendor Contact: Ken Reuter, Cheryl Reuter Tel: 401-946-2000 Fax: 401-467-2556 elcoelectric@ymail.com		
1		MPA-379 - 7/1/14-6/30/15 AUTOMATIC DOOR OPERATOR SERVICE CALLS AND INSTALLATION STRAIGHT TIME REPAIR SERVICE - RATE PER HOUR	Each	70
2		MPA-379 - 7/1/14-6/30/15 AUTOMATIC DOOR OPERATOR SERVICE CALLS AND INSTALLATION OVERTIME REPAIR SERVICE - RATE PER HOUR	Each	92
3		MPA-379 - 7/1/16-6/30/17 AUTOMATIC DOOR OPERATOR SERVICE CALLS AND INSTALLATION STRAIGHT TIME REPAIR SERVICE - RATE PER HOUR	Each	74
4		MPA-379 - 7/1/14-6/30/15 AUTOMATIC DOOR OPERATOR SERVICE CALLS AND INSTALLATION OVERTIME REPAIR SERVICE - RATE PER HOUR	Each	90
5		MPA-379 - 7/1/15-6/30/16 AUTOMATIC DOOR OPERATOR SERVICE CALLS AND INSTALLATION STRAIGHT TIME REPAIR SERVICE - RATE PER HOUR	Each	72
6		MPA-379 - 7/1/16-6/30/17 AUTOMATIC DOOR OPERATOR SERVICE CALLS AND INSTALLATION OVERTIME REPAIR SERVICE - RATE PER HOUR	Each	94
7		MPA-379 - 7/1/14-6/30/15 PRICING FOR SEMI ANNUAL INSPECTION SINGLE DOOR PUSH OR PULL OPERATOR	Each	65
8		MPA-379 - 7/1/14-6/30/15 PRICING FOR SEMI ANNUAL INSPECTION DOUBLE DOOR PUSH OR PULL OPERATOR	Each	65
9		MPA-379 - 7/1/15-6/30/16 PRICING FOR SEMI ANNUAL INSPECTION SINGLE	Each	67

STATE PURCHASING AGENT

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Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
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ELCO ELECTRIC SERVICE CORP
 948 PONTIAC AVE
 CRANSTON, RI 02920
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AUTOMATIC DOOR OPERATOR
 SERVICE/INSTALLATION - MPA #379

Award Number
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Effective Period:
01-JUL-14 - 30-JUN-17

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Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

		DOOR PUSH OR PULL OPERATOR		
10		MPA-379 - 7/1/15-6/30/16 PRICING FOR SEMI ANNUAL INSPECTION DOUBLE DOOR PUSH OR PULL OPERATOR	Each	67
11		MPA-379 - 7/1/16-6/30/17 PRICING FOR SEMI ANNUAL INSPECTION SINGLE DOOR PUSH OR PULL OPERATOR	Each	69
12		MPA-379 - 7/1/16-6/30/17 PRICING FOR SEMI ANNUAL INSPECTION DOUBLE DOOR PUSH OR PULL OPERATOR	Each	69

STATE PURCHASING AGENT

Lorraine A. Hynes

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CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

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Amendment

The parties hereby agree to amend the terms of the agreement as follows:

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

WORK ORDER LIMITATIONS (Updated)

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).

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.

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.

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.

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.

WAGE REQUIREMENTS - ADDITIONAL

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

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.

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.

WORK ORDER LIMITATIONS

IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$10,000.00 WITHOUT PRIOR APPROVAL OF THE OFFICE OF PURCHASES.