State of Rhode Island and Providence Plantations Contract Offer

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:	7548512
Bid/RFP Title:	FIRE ALARM/SPRINKLER MAINTENANCE & REPAIR - MILITIA (29 PGS) - PUBLIC COPY
Opening Date & Time:	4/18/2014 11:30 AM
RIVIP Vendor ID #:	36572
Vendor Name:	AFA Protective Systems, Inc.
Address:	240 Chestnut Street
	Warwick , RI 02888
	usa
Telephone:	(401) 461-2770
Fax:	(401) 461-2772
E-Mail:	slawton@afap.com
Contact Person:	Steve Lawton
Title:	RI Commercial Sales Rep
R.I. Foreign Corp #:	

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 – REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.
Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of $1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.
3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website (www.purchasing.ri.gov).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. 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.

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at $10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 – CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.
A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

N 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.

N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than $5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.

Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "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", including change orders and other types of contracts and 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".

Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.

Y 11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

Y 12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1–3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4–12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Steven K. Lawton **Date** 4/18/14

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

STEVEN K. LAWTON AFA Commercial Rep. Print

Name and Title of company official signing offer

Request for Quote

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

CREATION DATE : 09-APR-14
BID NUMBER: 7548512,3
TITLE: Fire Alarm/Sprinkler Maintenance and Repairs - Militia, Public Copy

BLANKET START : 01-MAY-14
BLANKET END : 30-JUN-17
BID CLOSING DATE AND TIME: 18-APR-2014 11:30:00

BUYER: Ohara 2nd, John F
PHONE #: 401-574-8125

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

SHIP TO
MS-ANG RI AIR NATIONAL GUARD
FINANCIAL DIVISION
QUONSET STATE AIRPORT
NORTH KINGSTOWN, RI 02852-7502
US

Requistion Number: 1354480
Amendment Description: Addendum Number Three

Line	Description	Quantity	Unit	Unit Price	Total
	Blanket Requirement: April 1, 2014 - June 30, 2017. MANDATORY Pre-Bid Conference, see Cover Form for date and time. This building is in Quonset Point behind a secured gate. Your vehicle may be subject to being searched. Please have proper identification. All interested parties will meet with a representative of the Militia and State Purchasing at the main gate. Once we leave the main gate area you will no longer be able to sign in for the MANDATORY PREBID CONFERENCE. Addendum Number One. The State of RI needs additional time to respond to the questions asked at the Mandatory Pre-Bid Conference. Therefore the Bid Closing Date and Time has been extended: From: 3/21/14 at 11:00 AM To: 4/4/14 at 11:00 AM Addendum Number Two. The State of RI needs additional time to respond to the questions asked at the Mandatory Pre-Bid Conference and the questions received by email. Therefore the Bid Closing Date and Time has been extended: From: 4/4/14 at 11:00 AM To: 4/18/14 at 11:30 AM Addendum Number Three. PLEASE SEE THE ATTACHED ADDENDUM NUMBER THREE. THERE ARE (61) PAGES. IT HAS THE ANSWERS TO ALL OF THE QUESTION WE RECEIVED REGARDING THIS REQUEST FOR QUOTE.				
1	4/1/14-6/30/14 QTR FIRE ALARM INSPECTION-QUONSET AS PER SPECS	3.00	Quarter	1,000	3,000

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Line	Description	Quantity	Unit	Unit Price	Total
2	7/1/14-6/30/15 QTR FIRE ALARM INSPECTION-QUONSET AS PER SPECS	4.00	Quarter	1,000	4,000
3	7/1/15-6/30/16 QTR FIRE ALARM INSPECTION-QUONSET AS PER SPECS	4.00	Quarter	1,000	4,000
4	7/1/16-6/30/17 QTR FIRE ALARM INSPECTION-QUONSET AS PER SPECS	4.00	Quarter	1,000	4,000
5	4/1/14-6/30/14 QTR SPRINKLER INSPECTION-QUONSET AS PER SPECS	3.00	Quarter	2,000	6,000
6	7/1/14-6/30/15 QTR SPRINKLER INSPECTION-QUONSET AS PER SPECS	4.00	Quarter	2,000	8,000
7	7/1/15-6/30/16 QTR SPRINKLER INSPECTION-QUONSET AS PER SPECS	4.00	Quarter	2,000	8,000
8	7/1/16-6/30/17 QTR SPRINKLER INSPECTION-QUONSET AS PER SPECS	4.00	Quarter	2,000	8,000
9	4/1/14-6/30/14 SEMI-ANNUAL DRY CHEMICAL INSPECTION-QUONSET AS PER SPECS	2.00	Semiannual	200	400
10	7/1/14-6/30/15 SEMI-ANNUAL DRY CHEMICAL INSPECTION-QUONSET AS PER SPECS	2.00	Semiannual	200	400
11	7/1/15-6/30/16 SEMI-ANNUAL DRY CHEMICAL INSPECTION-QUONSET AS PER SPECS	2.00	Semiannual	200	400
12	7/1/16-6/30/17 SEMI-ANNUAL DRY CHEMICAL INSPECTION-QUONSET AS PER SPECS	2.00	Semiannual	200	400
13	4/1/14-6/30/14 HIGH EXPANSION FOAM TEST -BLDG570, 575, QUONSET AS PER SPECS	1.00	Year	250	250
14	7/1/14-6/30/15 HIGH EXPANSION FOAM TEST -BLDG570, 575, QUONSET AS PER SPECS	1.00	Year	250	250
15	7/1/15-6/30/16 HIGH EXPANSION FOAM TEST -BLDG570, 575, QUONSET AS PER SPECS	1.00	Year	250	250

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Line	Description	Quantity	Unit	Unit Price	Total
16	7/1/16-6/30/17 HIGH EXPANSION FOAM TEST -BLDG570, 575, QUONSET AS PER SPECS	1.00	Year	250	250
17	4/1/14-6/30-14 PUMP TEST BLDG 575 &175, 522 QUONSET AS PER SPECS	1.00	Year	2200	2,200
18	7/1/14-6/30/15 PUMP TEST BLDG 575 & 175, & 522 QUONSET AS PER SPECS	1.00	Year	2200	2,200
19	7/1/15-6/30/16 PUMP TEST BLDG 575 & 175, & 522 QUONSET AS PER SPECS	1.00	Year	2200	2,200
20	7/1/16-6/30/17 PUMP TEST BLDG 575 &175, & 522 QUONSET AS PER SPECS	1.00	Year	2200	2,200
21	4/1/14-6/30/14 QTR FIRE ALARM INSPECTION-N SMITHFIELD GSU AS PER SPECS	3.00	Quarter	300	900
22	7/1/14-6/30/15 QTR FIRE ALARM INSPECTION-N SMITHFIELD GSU AS PER SPECS	4.00	Quarter	300	1,200
23	7/1/15-6/30/16 QTR FIRE ALARM INSPECTION-N SMITHFIELD GSU AS PER SPECS	4.00	Quarter	300	1,200
24	7/1/16-6/30/17 QTR FIRE ALARM INSPECTION-N SMITHFIELD GSU AS PER SPECS	4.00	Quarter	300	1,200
25	4/1/14-6/30/14 QTR SPRINKLER INSPECTION-N SMITHFIELD GSU AS PER SPECS	3.00	Quarter	600	1,800
26	7/1/14-6/30/15 QTR SPRINKLER INSPECTION-N SMITHFIELD GSU AS PER SPECS	4.00	Quarter	600	2,400
27	7/1/15-6/30/16 QTR SPRINKLER INSPECTION-N SMITHFIELD GSU AS PER SPECS	4.00	Quarter	600	2,400
28	7/1/16-6/30/17 QTR SPRINKLER INSPECTION-N SMITHFIELD GSU AS PER SPECS	4.00	Quarter	600	2,400
29	4/1/14-6/30/14 SEMI-ANNUAL AQUA FOG INSPECTION-N SMITHFIELD GSU AS PER SPECS	2.00	Semiannual	1400	2,800

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Line	Description	Quantity	Unit	Unit Price	Total
30	7/1/14-6/30/15 SEMI-ANNUAL AQUA FOG INSPECTION-N SMITHFIELD GSU AS PER SPECS	2.00	Semiannual	1,400	2,800
31	7/1/15-6/30/16 SEMI-ANNUAL AQUA FOG INSPECTION-N SMITHFIELD GSU AS PER SPECS	2.00	Semiannual	1,400	2,800
32	7/1/16-6/30/17 SEMI-ANNUAL AQUA FOG INSPECTION-N SMITHFIELD GSU AS PER SPECS	2.00	Semiannual	1,400	2,800
33	4/1/14-6/30/2014 OVERTIME LABOR RATE ON SITE	1.00	Hour	165	165
34	7/1/14-6/30/15 OVERTIME LABOR RATE ON SITE	1.00	Hour	165	165
35	7/1/15-6/30/16 OVERTIME LABOR RATE ON SITE	1.00	Hour	165	165
36	7/1/16-6/30/17 OVERTIME LABOR RATE ON SITE Parts at Manufacturer's List Price Less 10 % (mark up not allowed)	1.00	Hour	165	165

Delivery: ASAP

Terms of Payment: NET 30

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. ORDERING (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

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.

WORK ORDER LIMITATIONS

IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED $5,000.00 WITHOUT PRIOR APPROVAL OF THE OFFICE OF PURCHASES.

Contract Terms and Conditions

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