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**SPECIFICATIONS AND REQUIREMENTS**

**Section 1**

**General Procedures For Ordering From The Contract**

Districts shall purchase with EDTECH funds from the KETS Master Agreements for the solutions that have been approved by KDE. EDTECH funds are the combination of the funds sent to school districts each year and matched with one hundred percent (100%) local funds. Vendors must be able to effectively handle this magnitude of sales, meet delivery deadlines with quality Enterprise (not Consumer) hardware and support equitably across every county in our state while meeting the performance standards for the life of the contract. We want hardware that has consistency in parts and has undergone testing of internal components to the Enterprise level versus the consumer level. It is mandatory that vendors have capacity to provide contract management and support across every county in our state. The vendor shall be able to provide on-site support to **every school in every county** with the same timelines and costs, with no exceptions for location. Vendors are sought that are aggressively in touch with Kentucky, the KETS Project and our primary customers (students, teachers, and the staff that support them).

Web site. Vendors shall maintain their own Web site where solutions and prices offered on the KETS contract may be easily/quickly viewed. This information must be easily accessible and easily recognized as “KETS Master Agreement” pricing. The vendor Web site shall also clearly identify the contract number and vendor contact information. The vendor shall work with the OET to satisfy the Web site requirements during the ninety (90) day probationary award.

Global Catalog. Vendors shall prepare and submit price and solution specifications using the KETS template for products accepted by the OET and the OPS. Solutions submitted by the vendor will be categorized as Tier I, Tier II, or Tier III under the global catalog.

Tier I – Tier I products have undergone evaluation by the OET and have the OET and OPS approval for purchase under the terms of the contract. These products meet the OET standards or recommended guidelines.

Tier II – Tier II products have undergone review by the OET and have the OET and OPS approval for purchase under the terms of the contract. Tier II products may not address a core standard and may not have an approved standard in place.

Tier III – Tier III products are outside the scope of enterprise standards in place by the OET.

Consumer Models NOT Wanted and NOT Allowed. Only Enterprise level hardware

shall be available on KETS contracts. Consumer models of hardware shall not be available at any time on KETS contracts. These models are typically found in local department or outlet stores. There is less consistency of parts since the home user in Iowa does not care if the next hardware item manufactured behind theirs that is going to Texas has totally different internal components. Consumer models can look the same on the outside, but ten (10) hardware items of the same models with the same exact configurations shipped to the same location on the same day can have ten (10) totally different parts on the inside. Also there is typically less testing done between the internal components so the failure rate is higher in this type model versus the Enterprise models sold to businesses and schools.

Negotiation of Price. Districts can and are encouraged to negotiate a better price for items available for purchase from the KETS Master Agreement. However, once a lower price has been negotiated with one district, it becomes the new statewide price for that solution for the duration of the KETS contract. Typically, vendors have special offers to quickly get rid of inventory that did not sell as well as anticipated or is outdated. If a vendor offers a special price for any time period (e.g. Offer ends August 12), that price for that model for all districts does not end on August 12. Instead, it has now become the new price for the duration that the model is on contract.

Lease versus Purchase. Leasing agreements must meet all legal requirements for the Commonwealth of Kentucky and the Kentucky Department of Education. Vendor shall quote hardware and warranty coverage for the duration of the lease period, where the warranty shall be a minimum of three (3) years. No changes or substitutions to the Commonwealth Lease Agreement may be made without the approval of the Kentucky Department of Education and the Finance Cabinet Office of Procurement Services. Lessee shall not be penalized for failure to return copies of device technical documentation such as CDs if reasonable efforts have been made to store, track and return them at the end of a lease. Information provided by the Vendor of leased items on any Lease quote or schedule of equipment shall include the following: description (including model name and number where applicable), price, quantity, total quantity price, and the KETS contract number. When there is a residual lease value the Vendor shall clearly identify the residual value per unit and the total quantity residual value. The residual value must be clearly identified in the lease quote and lease agreement.

Upgrades. We encourage the vendor to upgrade their product lines as quickly as possible. As new models of the manufacturer's Enterprise class of hardware become available, the vendor will notify the OET. The OPS and the OET reserve the right to approve all upgrades prior to the vendor being able to sell new product. This approval includes requesting an evaluation unit of the hardware that the vendor is proposing.

Price adjustments. Price adjustments of fixed priced items or discounts off MSRP will occur on or about the first (1<sup>st</sup>) of every calendar month. Once OPS accepts the vendor's price and/or discount off MSRP for a specific solution, the vendor cannot increase the price or the discount off MSRP for that solution on the contract. The price can only be lowered. If a vendor attempts to fluctuate the price of a particular model by

lowering the price and/or the discount off MSRP toward the end of the calendar month and then raising the price on their next monthly submission, the OPS and OET will consider the vendor in violation of their contract and the vendor may have their contract suspended and or terminated.

KDE, District, and School Staff. KDE District and School staff may purchase from this contract for their personal use. They do not have to fill out any KDE forms or have to buy additional warranty or installation. On-site warranty service for personal purchases from this contract will take place at the staff member's school or district office.

If the vendor is throwing in free items (freebies), the vendor shall notify OPS and KDE so we can ensure all other districts get the same freebies. The vendor cannot offer freebies for a certain time only or to only a certain district or school. Once freebies are offered, they become a statewide standard for anyone purchasing that model from the KETS contract until that model is no longer available.

## **Section 2 Deliverables**

All deliveries of equipment must be provided within thirty (30) days. All deliveries of equipment must include:

- \* Standard components;
- \* Power Cabling;
- \* Drivers;
- \* Initial supplies;
- \* Technical equipment manuals;
- \* Operator Manuals;
- \* Optional Installation: If installation has been purchased, installation and setup of equipment shall include unpacking equipment from box(s), mechanical and electrical installation of all components to main unit. Connection of all power and signal cables, and removal of boxes from customer site.

Shipments by the vendor must be complete, partial orders will not be accepted. Customers purchasing from this contract shall have 30 days to notify the vendor of any issues with the order (i.e. missing or damaged parts). The vendor may consider the order accepted by the customer after the close of the 30 day window.

Deliverables Penalties. Delivery penalties will be applied at a rate of five percent (5%) for each seven (7) day calendar week for those products not delivered within thirty (30) calendar days of receipt of purchase order.

Deliverables Penalty Waiver. The vendor shall not be penalized if within the thirty (30) day delivery period, they have supplied the OPS, Office of Education Technology (OET), and the customer with a written notice indicating the particular model ordered is not available in inventory anymore and a newer different model will be shipped in its place. In this case, the vendor must have submitted the new model to OET for evaluation testing, and notified OPS proposing the new model upgrade before the date

the purchase order was received. The new model shall not be shipped to the customer until which time the OPS has approved it for the KETS contract. The vendor shall not use this penalty waiver to notify customers falsely with intentions to stall and send the same unit originally ordered. This conduct shall result in termination of contract. Once the vendor receives notification their new model is now available for sales; the thirty (30) day clock starts again.

Sales Reporting. The vendor shall maintain accurate records indicating sales from the KETS contract. Reports will contain the following fields: invoice date, purchase order number, customer name, product number, description (must include model name and number), unit price, quantity purchased, total price, discount off MSRP, Tier (specify Tier 1, 2, or 3)

The vendor shall prepare and submit electronically this information no later than ten (10) business days after the end of each quarter to the OET KETS Vendor Manager. It will be responsibility of the vendor SPOC to submit the quarterly sales reports and the SPOC will not hold the KETS vendor manager responsible for reminders. The OET shall notify the OPS of any failure to submit a quarterly report by the deadline. The OET shall report any failure to submit and/or late submissions of sales reports on the annual contract review.

### **Section 3**

#### **Service Warranty**

Vendor must be able to provide various levels of warranty service for all hardware offered on contract. Failure to be able to do this will result in a non-responsive bid. After award of a contract, failure to be able to provide the following types of warranty options may result in suspension or termination of vendor's contract.

Under all warranty options, the manufacturer shall provide limited warranty maintenance for items purchased through this contract. Limited warranty maintenance does not extend to the product that has been damaged or rendered defective due to:

- a) A result of accident, misuse, or abuse
- b) A result of an act of God
- c) Operation outside the usage parameters stated in the products user manual
- d) Modification of the product
- e) A result of service by anyone other than (manufacturer), a (manufacturer) authorized reseller, or a (manufacturer) authorized service provider. Expendable parts, such as non-rechargeable batteries, carrying cases, etc. are not covered. Damage due to loss of any programs, data or removable storage media is not covered

**DEPOT WARRANTY (Laptops, Mini Devices, Tablets and Monitors ONLY):** Depot warranty means that upon determining the hardware requires service, the vendor will provide to the District/School a shipping container within twenty-four (24) clock hours for the District/School to package and ship the hardware to the manufacturer's authorized repair facility. Hardware being serviced through depot warranty must be fully

operational and returned to the customer within forty (40) business hours upon receipt of the depot shipment from the customer.

**Depot warranty for a minimum of three (3) years is required on all laptops, tablets, and monitors.** Vendors shall also offer to the purchaser options for four (4) or five (5) year Depot warranty periods to begin at time of delivery of the equipment.

**Depot warranty for a minimum of one (1) year is required for all mini instructional devices.** Vendor shall also offer a two (2), three (3), four (4) or five (5) year Depot warranty periods to begin at time of delivery of equipment.

This warranty shall meet the following criteria:

- \* No charge for labor including installation of parts, connection of all power and signal cables, and all involved with making the hardware fully functional and establishing connectivity per type of hardware repaired;
- \* All technicians shall be certified professionals by manufacturer before providing warranty services;
- \* Hardware fully operational and returned within seventy-two (72) clock hours. Vendor is not responsible for disaster recovery;
- \* The cost is the same throughout the state.
- \* Replacement parts shall be of equal or better quality than original parts;
- \* There shall be no charge assessed to the District/School for any shipping and handling in the shipment or return of the equipment

**ON-SITE WARRANTY:** On-site means the vendor goes to the location of the equipment purchased, in a school, district office, state agency, etc. Warranty shall be a full on-site service, parts and labor warranty to begin at time of delivery of equipment to the customer's site.

On-site warranty for a minimum of three (3) years is required on all desktop configurations. Vendor shall offer to the purchaser options for four (4) and five (5) year on-site warranty periods. Vendor shall also offer on-site warranty requiring no prior troubleshooting for three (3), four (4) and five (5) year periods.

This warranty shall meet the following criteria:

- \* Provide on-site coverage for the entire state of Kentucky;
- \* Must have a Toll Free phone number for all calls (no busy signals, answered by the third ring, hold time no longer than two (2) minutes and a call tracking system);
- \* Include all labor including installation of parts, connection of all power and signal cables, and all involved with making the hardware fully functional and establishing connectivity per type of hardware purchased;
- \* Provide coverage five (5) days per week beginning Monday and ending Friday, from 7:00am to 6:00pm Eastern Time;

- \* Call back within one (1) hour of placing call; If the phone line remains busy after three (3) tries you must: E-mail the customer if at all possible (KDE and district offices all have this ability and sixty percent (60%) of the schools have this ability). If the school doesn't have e-mail and their phone line remains busy after three (3) separate tries (each attempt must be at least five (5) minutes apart) then you must either fax them, e-mail the district office or telephonically inform the DTC or technical staff at the district office;
- \* All technicians shall be certified professionals by the manufacturer before providing warranty services;
- \* Hardware shall be fully operational within forty-eight (48) working hours. Vendor is not responsible for disaster recovery.
- \* The cost is the same throughout the state.
- \* Replacement parts shall be new or reconditioned, and of equal or better quality than original parts;
- \* There shall be no charge for any shipping and handling of parts

Self-Maintainer. Vendor must be able to facilitate the customer to become a self-maintainer of hardware that is purchased. Being a self-maintainer allows the District/School to have staff certified on the manufacturer's brand of hardware to provide in-house servicing for hardware problems. Several districts within the Commonwealth currently are manufacturer certified to perform such service, which provides for cost savings as well as the opportunity within some districts for the Student Technology Leadership Program (STLP) to gain hands-on experience that can be invaluable educational experience.

Warranty Penalties. There shall be a complaint desk at KDE site so our customers can quickly document vendors that are failing to meet the service requirements of the contract. Quarterly reports will be prepared and submitted by the vendor to the KETS Vendor Manager which will assist us in identifying vendors whom have not successfully met service response times. The vendor shall meet service specifications for a minimum of ninety-seven percent (97%) of total annual service calls. The vendor is allowed this three percent (3%) failure rate based on total service calls they receive annually due to vehicle break down, parts that get lost, addresses being difficult to find, etc.

Vendors who exceed the three percent (3%) failure rate during the first (1<sup>st</sup>) quarter shall be required to meet with the OET Vendor Manager to establish a corrective plan for warranty service. Vendors who exceed the three percent (3%) failure rate for two (2) consecutive quarters shall be required to meet with the OET Vendor Manager to establish a corrective plan for warranty service and the OET may recommend a two (2) week suspension of the vendor contract to the OPS. Vendors who exceed the three percent (3%) failure rate for three (3) consecutive quarters shall be required to meet with the OET Vendor Manager to establish a corrective plan for warranty service and the OET may recommend a three (3) week suspension of the vendor contract to the OPS. Vendors who exceed the three percent (3%) failure rate for four (4) consecutive

quarters shall be required to meet with the OET Vendor Manager to establish a corrective plan for warranty service and the OET may recommend termination of the vendor contract to the OPS.

The contract holder shall be held solely accountable for all services conducted under the terms and conditions specified in this warranty. Service calls taken by any technical support center(s) shall be quickly turned over to second (2<sup>nd</sup>) and third (3<sup>rd</sup>) levels of support for quick resolution rather than attempts to resolve issues at that point. All support personnel shall be certified by the manufacturer of equipment.

Warranty Service Reporting. The vendor shall maintain accurate records indicating warranty service performance of hardware purchased from the KETS contract. Reports will contain the following fields: Customer Name, Date and Time of Service Call, Description of Service Call (must include hardware model name and number), Warranty Service Level (Depot or Onsite), Date and Time Vendor or Service Agent Responded to Call, Date & Time Service Issue Resolved, Warranty Repair Details.

The vendor shall prepare and submit electronically this information no later than ten (10) business days after the end of each quarter to the OET KETS Vendor Manager. It will be responsibility of the vendor SPOC to submit the quarterly service reports and the SPOC will not hold the KETS vendor manager responsible for reminders. The OET shall notify the OPS of any failure to submit a quarterly report by the deadline. The OET shall report any failure to submit and/or late submissions of warranty service reports on the annual contract review.

#### **Section 4**

##### **Hardware Installation & Other Services Option**

Purchaser may choose installation at time of purchase. The Commonwealth requires the bidder to price installation charges separately from unit price. When installation is purchased, the vendor shall be responsible for unpacking, uncrating, mechanically and electronically installing all hardware and associated hardware options connected with the order. The vendor shall make connection of all power and signal cabling and in all other respects making the equipment ready for operational use.

The Commonwealth and/or purchaser, at its own expense, shall prepare the site prior to the scheduled delivery date.

The vendor is not responsible for disaster recovery (e.g., application software, reloading data, reloading and configuring print drivers).

Services shall include but are not limited to: Installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service

desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied.

## **Section 5**

### **New Technology Available**

If the Contractor updates the technology on which the KETS product line award is based, the Commonwealth shall be entitled to the updated technology at the OET.

New Operating Systems. Upon release of new Network Operating Systems, vendors will be required to certify the product on their contract will interoperate with that new NOS within thirty (30) days after release of the NOS to the manufacturer.

New technology operating systems will not be automatically installed on any workstation or laptop until approved by the OET.

## **Section 6**

### **Demonstration Labs**

There shall be maintained by the OET in Frankfort, KY, a Demonstration Lab where all instructional device solutions covered by KETS contracts are evaluated and demonstrated. The Demonstration Lab is located in the OET building at 15 Fountain Place, Frankfort, KY 40601 and on the 14<sup>th</sup> floor of the Capitol Plaza Tower, 500 Mero St., Frankfort, KY 40601. This enables potential customers to have hands on access to the equipment prior to making a purchase decision. Accordingly, once you are awarded the contract you must maintain, at no charge to the Commonwealth, a minimum of (1) of each instructional device listed under Section 18, Evaluation Equipment, KETS Instructional Device Evaluation Equipment List. Upon contract award the OET may additionally request and the vendor must provide a permanent evaluation unit of any tier 1 or tier 2 instructional device solution (includes but not limited to laptops, desktops, tablets, mini devices and monitors) currently available from your contract and deemed required for testing and evaluation. This will initially be accomplished when each vendor submits equipment for testing; however, it is to be understood vendors are continually and solely responsible for upgrading the Demonstration Lab with new models of instructional devices as upgrades are approved for the full duration of this contract. Vendor will replace the supplied equipment with newer models of equipment that have been added to their contract. The OET continues to test new evaluation equipment against evolving KETS standards.

Delivery of Evaluation Units: The vendor shall be fully responsible for delivery of all evaluation equipment and new technology upgrades continually to the Demonstration Lab for the duration of this contract at the address provided below:

Office of Education Technology (OET)  
15 Fountain Place  
Frankfort, KY 40601

Labels: The OET shall provide an external label (3" X 5" in size) on all evaluation equipment upon receipt. The label shall be semi-permanently fixed, shall be typed with a minimum of ¼" high lettering and contain the following information:

Vendor Name

Vendor Contact Name, business phone and email address

Model Number/Name

Receipt Date

Unit Serial Number

The vendor shall be responsible for unpacking, uncrating, installing all evaluation equipment, including the connection of all necessary cabling, connection with power, network ready, and in all other respects making the equipment ready for operational use. The vendor shall provide the OET with a minimum of three (3) days advance notice before bringing new evaluation equipment into the building.

The vendor shall remove all outdated evaluation equipment from the Evaluation Lab within three (3) days of notification. All equipment left after three (3) days of being notified may be moved to a non-secure storage facility outside the OET building.

**Terms and Conditions  
Master Agreement**

## **Section 7**

### **Scope of Contract**

The Office of Procurement Services issues this Master Agreement for the purchase, delivery, and warranty of:

### **KETS Instructional Devices**

## **Section 8**

### **Initial Contract Period**

This Contract shall be valid through June 30, 2010.

## **Section 9**

### **Renewal Clause – Optional Renewal Period**

This Contract may be extended at the completion of the initial Contract period for two (2) additional two (2) year periods. This extension must have the written approval of the Vendor and the Office of Procurement Services. If this Contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

## **Section 10**

### **Qualified Vendors and Service Agent**

#### Qualified Vendors.

The manufacturer will be responsible for sales and billing; sales and billing may not be assigned to a service agent or authorized reseller.

#### Service Agent.

The manufacturer may either handle order fulfillment, delivery and warranty services or they may assign a maximum of two (2) service agents. A service agent shall be defined as a company or individual that represents the manufacturer in the order fulfillment, delivery and warranty services of the manufacturer's product(s). The contract holder cannot have both the agent and the manufacturer handle order processing and fulfillment. It can only be one or the other.

If the manufacturer does not assign a service agent, only the manufacturer shall be authorized to handle fulfillment, delivery, and warranty services of their products. Should the manufacturer name a service agent, the manufacturer would still be legally responsible for ALL aspects of the contract requirements. The assigned service agent must also have offices located within the Commonwealth of Kentucky. Should the manufacturer desire to remove or replace a service agent, the request must be submitted to both the OET and the Office of Procurement Services "OPS" for approval. Confirmation of a manufacturer using more than one (1) service agent shall be cause for immediate cancellation of their contract without any cure period.

**Section 11**  
**Recycle Requirements**

Vendors are required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330. This regulation can be viewed on the Internet at <http://www.lrc.state.ky.us/kar/200/005/330.htm> .

Vendors shall be maintain a Take-Back Program so that all leased or purchased devices are recycled by the vendor or it's agent at end-of-life.

**Section 12**  
**Agencies to be Served**

This Contract shall be for use by the following agency of the Commonwealth of Kentucky:

**Kentucky Department of Education (KDE)**  
**Kentucky's Public School Districts**  
**Kentucky School for the Blind (KSB)**  
**Kentucky School for the Deaf (KSD)**  
**Kentucky Certified Teachers**

**Section 13**  
**Purchase by Kentucky Certified Teachers**

The vendor shall have provisions for purchase by certified teachers at prices established by the Master Agreement as mandated by KRS 156.690.

**Section 14**  
**Basis of Price Quotations/Revisions – Manufacturers Published Price List**

Prices will be based on the manufacturers' published price list, and will only be changed as the price list is changed from general distribution. The proposed price changes must be delivered to the buyer, Office of Procurement Services, and the effective date will be the date the change is made in the electronic procurement system used by the Office of Procurement Services or at a later date if so proposed. Prices will be changed as new manufacturers' printed prices are posted, and ALL SUCH CHANGES WILL HAVE AN EFFECTIVE DATE TWENTY (20) DAYS FOLLOWING RECEIPT AND ISSUANCE OF A MODIFICATION BY THE OFFICE OF PROCUREMENT SERVICES. This will apply to price changes either plus or minus. The percentage rate (add on or discount) shall remain constant throughout the life of the Master Agreement (s).

**Section 15**  
**Post Contract Agreements**

This Contract shall constitute the entire agreement between the State and awarded Contractor. Unless contractually provided, State agencies utilizing this Contract will not be required to enter into nor sign further agreements, leases, company orders, or other documents to complete or initiate the terms of a Contract. Any such documents so

obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

## **Section 16**

### **Vendor's Report**

The Vendor may be asked to furnish the buyer, Office of Procurement Services, a report showing volumes which have been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services. The vendor shall prepare and submit electronically no later than ten (10) business days after the end of each quarter a sales report and a warranty service report. It will be the responsibility of the vendor to submit the quarterly reports to the OET Vendor Manager and the vendor will not hold the OET responsible for reminders. The OET shall notify the OPS of any failure to submit a quarterly report. The OET shall report any failure to submit and/or late submissions of quarterly sales and warranty service reports on the annual contract review.

## **Section 17**

### **Cancellation Clause – 30 Days Notice**

The Commonwealth may cancel this contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, this contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

## **Section 18**

### **Exception to Required Use of Contract**

The establishment this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

## **Section 19**

### **Service Performance**

All services performed under contract shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of this Contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the Vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

## **Section 20**

### **Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the Vendor, to this contract. The Office of Procurement Services to effect this change will issue a Contract Modification. Until such time as the Vendor receives a Modification, the Vendor shall not accept Delivery Orders from any agency referencing such items or services.

## **Section 21**

### **Governmental Restrictions**

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Procurement Services in writing, indicating the specific regulation, which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

## **Section 22**

### **Payments**

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered, and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

## **Section 23**

### **Inspection**

All supplies, equipment, and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment, or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

**ALL PROVISIONS OF SOLICITATION (RFB-758-1000000179) SHALL BE PART OF THIS MASTER AGREEMENT.**