



Request for Quote

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

BUYER: Mosca, Gary
 PHONE #: 401-574-8124

CREATION DATE : 25-AUG-16
 BID NUMBER: 7550905
 TITLE: SALT, for ROAD USE MPA 125
 BID CLOSING DATE AND TIME:09-SEP-2016 11:00:00

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Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
1	NO PRICING is to be included. This is a pre-qualifying event only, PHASE 1. All proposed products will be evaluated to establish a qualified list of vendors/products to participate in a "live" on line bidding event. SALT, FOR ROAD USE - PER ATTACHED SPECIFICATIONS.	N/A	N/A	Online	Online

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer



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

**State of Rhode Island
Division of Purchases
Solicitation No. 7550905 - MPA 125 – Salt, for Road use.**

The State is conducting a pre-qualification solicitation for qualified vendors to supply ROCK SALT and SOLAR SALT for ROAD use in accordance with the terms of this solicitation and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at www.purchasing.ri.gov. This solicitation will be conducted in two (2) phases.

Phase 1 – Initial Product Submission: All vendors are required to submit product information for each *Item Number* description contained within specifications. **NO PRICING** is to be included. This is a pre-qualifying event only. All proposed products will be evaluated to establish a qualified list of vendors/products to participate in a “live” on line price bidding event. All vendors whose product(s) are deemed qualified will be notified by the Division of Purchasing. Only those vendors and product(s) submitted for evaluation and deemed qualified will be allowed to participate in pricing event (Phase 2).

Phase 2 – Reverse Auction Pricing Event: The State in conjunction with *Electronic Auction Services* (EASI) will conduct a Reverse Auction to determine final pricing of submitted products. This will be an Online Reverse Auction. All procedural information is contained and included as part of solicitation 7550780.

QUESTIONS about this solicitation must be emailed and received by the Division of Purchases at doa.purquestions3@purchasing.ri.gov no later than **Tuesday, August 30, 2016, 5:00 PM**, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at www.purchasing.ri.gov as an addendum to this solicitation.

The State, at its sole discretion, shall reserve the right to make one or multiple awards for this requirement and/or reject any or all bids.

Bid Prices:

Delivered Prices: Prices quoted will be expressed at the per ton price for each Rhode Island Department of Transportation (RIDOT) 21 Highway Operation Sites. Prices shall be based on freight or transportation rates in effect on the date of submission of bids. All delivered material will be F.O.B. destination to RIDOT's 21 operations sites or municipal locations. It is the intent of the RIDOT to have all requested salt delivered by the vendor.

Pick-Up Prices: Prices quoted will be expressed at the net per ton price. Salt loaded by the vendor into trucks supplied by the State for the transport of salt. No additional charges will be allowed. It is the intent of RIDOT to utilize pick-up prices only in extreme emergencies.

Delivery Terms & Vendor Availability

Routine Delivery is defined herein as receipt of requested quantities within a maximum of seven (7) calendar days (168 hours) after request by an authorized State representative, and shall commence within 24 hours. Routine delivery times are between 7:00AM to 4:00PM, including weekends.

Emergency/After Hours Delivery is defined as receipt of requested quantities **WITHIN SIX (6) HOURS AFTER REQUEST** by an authorized State representative. Emergency/After Hours delivery times are 4:01PM to 6:59AM, including weekends and holidays, with no increase in price.

A minimum of 3,000 tons, in total, per day is requested to be delivered to locations at the request of an authorized State representative for the locations listed below.

Vendor(s) shall have two (2) operational and certified scales at time of award.

Vendor(s) shall ensure trucking companies operate in compliance with all applicable Federal and State requirements, including but not limited to, the acquisition of overload permits as necessary.

Awarded vendor(s) shall designate a representative responsible for accepting and scheduling requests for routine deliveries and emergency/after-hours delivery. This contact shall reliably be available 24 hours a day, 7 days per week.

Contact Person: _____

Office Phone: _____

Cell Phone: _____

Samples may be required prior to ANY award.

Solar Salt

State Quantities –Operational Requirements by District

The State of Rhode Island estimates this season's annual total use will be 100,000 tons. This quantity estimate is for RIDOT use only; all other municipalities' salt requirements are beyond this estimated quantity. The State of Rhode Island reserves the right to require up to 150% of the annual estimated use at no increase cost. The State guarantees the annual purchase of at least 75,000 tons.

For the purpose of this bid the State has been divided into seven districts. Each district contains some locations for the State of Rhode Island Department of Transportation Division of Highway & Bridge Maintenance (RIDOT) and some Rhode Island municipalities. There are a total of twenty-

one (21) RIDOT maintenance locations, thirty-eight (38) municipalities, and two (2) other State locations: (a) Quonset Development Corporation (QDC) and (b) University of Rhode Island (URI). The RIDOT locations have approximate quantities available for their minimum purchased quantities, by location. There is a price line for the rate per ton for each location. The price provided by your company will be for all locations listed. Locations and quantities of deliveries as per indicated.

Delivery Documentation and Invoice Terms

A certified weight slip shall be presented at each RIDOT facility for every delivery made. On the first of every month, subsequent to when a delivery is made, a duplicate copy of each delivery receipt is to be forwarded to:

RIDOT Financial Management
2 Capitol Hill
Providence, RI 02903

One invoice per month will be submitted in duplicate directly to the Financial Management Office; invoice will indicate the total tonnage delivered to each RIDOT location and shall be fully reconciled to the sum total of the month's delivery receipts. For each RIDOT location an itemized load data sheet will accompany each invoice to reconcile deliveries.

Note: The vendor(s) is/are responsible for meeting all product specifications and delivery terms. Where the vendor fails to supply the product the State reserves the right to cancel the order and contract with a different vendor and to invoice the original vendor for any price differential in price over the original contract price.

Contacts:

RIDOT
Mr. Songhap Taing
401-734-4855

QDC
Mr. John Lamb
401-294-0044 x229

URI Mr. Dave Bascom
401-874-5515

Delivery: _____

Terms of Payment: _____

Specifications for Solar Salt for Removal of Ice and Snow

Chemical Composition

The sodium chloride shall conform to the following requirements as to chemical composition:

Total chlorides expressed as NaCl minimum %....97.0

Physical Requirements

- A. The gradation when tested by means of laboratory sieves shall conform to the following requirements for particle size without any variation:

<u>Sieve Size</u>	<u>% Passing by Weight</u>
5/8"	100.0%
7/16"	95.0 – 100.0%
No. 4	75.0%
No. 8	40.0%
No. 30	10.0%

- B. The Moisture content of the sodium chloride delivered shall not exceed 3.0%
- C. In order to prevent caking while in storage following delivery, all bulk salt shall be uniformly treated with an anti-caking conditioner (e.g. Anticake, Storate, or equal) prior to delivery. The conditioner shall be introduced uniformly throughout the sodium chloride at a rate equivalent to two pounds conditioner per ton of sodium chloride. The use of a colored conditioner is desired.

Condition

The sodium chloride shall arrive at the purchaser's delivery point in a free flowing and useable condition.

Sampling

- A. Each sample submitted for treating shall consist of a minimum of three increments selected at random from the material. Each increment shall be at least one pound in weight and not include the top inch of stored material. Every attempt shall be made to insure a composition sample representative of the pile. Samples for chemical composition, gradation, water content and anti-caking shall be taken at the supplier's stockpile. Samples for moisture content, gradation and anti-caking may also be obtained at the time of delivery to the purchaser's delivery destination.
- B. The purchaser or their representative shall provide free entry and access at the supplier's storage areas for sampling. It is anticipated that determination for initial compliance will be made from samples obtained from the supplier's storage areas. Shipments to the purchaser's points of delivery may be randomly sampled for moisture content and gradation control. If in doubt, complete analysis may be made on these samples.

Testing

- A. Chemical composition testing shall follow AASHTO M-143 Appendix A1 – Rapid Method of Test for Sodium Chloride, except for controversy, in which case testing shall conform to the 11th edition of the Official Methods of Analysis of the Association of Official Analytical Chemists or comparable absorption analysis.
- B. Particle size analysis shall consist of using sieves with square openings mounted on substantial frames or interlocked manner as to insure loss of material during sieving. Woven wire cloth shall conform to AASHTO M-92. Gradation analysis shall be made on oven dried material and the sample shall weigh, after drying, or at least 500.0 grams. In no case shall the fraction retained on any sieve, at the completion of the sieving operation, weigh more than four grams per square inch of sieving surface (this is 200 grams for 8 inch diameter round sieves). If sieving is completed by hand – shaking lateral and vertical motion with occasional jarring action so as to keep the material moving continuously over surfaces of the sieves for a time not less than three minutes. When mechanical shaking is provided the time limit shall be a maximum of five minutes. The balance of the scale shall be sensitive to within 0.2% of the weight of the sample to be tested.
- C. Moisture content shall be determined by a method of weighing before and after oven. Oven shall be at 110 degrees +/- 5 degrees C (230 degrees +/- 9 degrees F) for a minimum of four hours.
- D. Each successful bidder shall indicate the chemical nature of the anti-caking material and shall furnish a laboratory procedure for the method for determining the uniform presence of their respective anti-caking conditioner.

Penalty and Price Adjustment

- A. For each percent by which moisture content exceeds maximums specified, the contractor will be penalized by reducing the price of the sodium chloride by two percent (2.0%).
- B. For each percent by which gradation exceed the maximum allowed, the contractor will be penalized by reducing the price of the sodium chloride by one percent (1.0%).
- C. Penalties, if any, will be assessed against the accumulated and mixed samples of each of the daily deliveries to each location. Said sample shall be representative of the gradation and moisture content of all sodium chloride delivered that day.

Specification for Rock Salt for removal of Ice and Snow

Chemical Composition

The sodium chloride shall conform to the following requirements as to chemical composition:

Total chlorides expressed as NaCl minimum %.... 95.0

Physical Requirements

- A. The gradation when tested by means of laboratory sieves conform to the following requirements for particle size without any variation:

<u>Sieve Size</u>	<u>% Passing by Weight</u>
5/8"	100.0%
7/16"	95.0% - 100.0%
No. 4	60.0%
No. 8	35.0%
No. 30	10.0%

- B. The moisture content of the sodium chloride delivered shall not exceed 3.0%
- C. In order to prevent caking while in storage following delivery, all bulk salt shall be uniformly treated with an anti-caking conditioner (e.g. Anticake, Storate, or equal) prior to delivery. The conditioner shall be introduced uniformly throughout the sodium chloride at a rate equivalent to two pounds conditioner per one ton of sodium chloride. The use of a colored conditioner is desired.

Condition

The sodium chloride shall arrive at the purchaser's delivery point in a free flowing and useable condition.

Sampling

- A. Each sample submitted for treating shall consist of a minimum of three increments selected at random from the material. Each increment shall be at least one pound in weight and not include the top inch of stored material. Every attempt shall be made to insure a composition sample representative of the pile. Samples for chemical composition, gradation, water content and anti-caking shall be taken at the supplier's stockpile. Samples for moisture content, gradation and anti-caking may also be obtained at the time of delivery to the purchaser's delivery destination.
- B. The purchaser or their representative shall provide free entry and access at the supplier's storage areas for sampling. It is anticipated that determination for initial compliance will be made from samples obtained from the supplier's storage areas. Shipments to the purchaser's points of delivery may be randomly sampled for moisture content and gradation control. If in doubt, complete analysis may be made on these samples.

Testing

- A. Chemical composition testing shall follow AASHTO M-143 Appendix A1 – Rapid Method of Test for Sodium Chloride, except for controversy, in which case testing shall conform to the 11th edition of the Official Methods of Analysis of the Association of Official Analytical Chemists or comparable absorption analysis.
- B. Particle size analysis shall consist of using sieves with square openings mounted on substantial frames or interlocked manner as to insure loss of material during sieving. Woven wire cloth shall conform to AASHTO M-92. Gradation analysis shall be made on oven dried material and the sample shall weigh, after drying, or at least 500.0 grams. In no case shall the fraction retained on any sieve, at the completion of the sieving operation, weigh more than four grams per square inch of sieving surface (this is 200 grams for 8 inch diameter round sieves). If sieving is completed by hand – shaking lateral and vertical motion with occasional jarring action so as to keep the material moving continuously over surfaces of the sieves for a time not less than three minutes. When mechanical shaking is provided the time limit shall be a maximum of five minutes. The balance of the scale shall be sensitive to within 0.2% of the weight of the sample to be tested.
- C. Moisture content shall be determined by a method of weighing before and after oven. Oven shall be at 110 degrees +/- 5 degrees C (230 degrees +/- 9 degrees F) for a minimum of four hours.
- D. Each successful bidder shall indicate the chemical nature of the anti-caking material and shall furnish a laboratory procedure for the method for determining the uniform presence of their respective anti-caking conditioner.

Penalty and Price Adjustment

- A. For each percent by which moisture content exceeds maximums specified, the contractor will be penalized by reducing the price of the sodium chloride by two percent (2.0%).
- B. For each percent by which gradation exceed the maximum allowed, the contractor will be penalized by reducing the price of the sodium chloride by one percent (1.0%).
- C. Penalties, if any, will be assessed against the accumulated and mixed samples of each of the daily deliveries to each location. Said sample shall be representative of the gradation and moisture content of all sodium chloride delivered that day.

Winter Sand/Salt Delivery Locations

Facility	Address	Est. Tonnage
<i>Northwest District</i>		
Clayville	Route 14/102, Foster 02815	1100
Glocester	648 Putnam Pike, Glocester 02814	4000
Scituate	34 Spring Brook Rd., Scituate 02857	3400
<i>Providence District</i>		
Lincoln	680 George Washington Hwy, Lincoln 02865	11800
Smithfield	395 George Washington Hwy, Smithfield 02917	2500
RI-6 at I-295	Interchange, Johnston 02919	9300
<i>Kent District</i>		
Jefferson Blvd.	Jefferson Blvd. at Route 37, Warwick 02888	7500
Midstate	2400 New London Turnpike, E. Greenwich 02818	8600
Summit	Route 117 at Route 102, Coventry 02827	3600
<i>Washington N. District</i>		
Bellville	439 Tower Hill Rd. North Kingstown, 02852	6700
Dillion's Corner	Route 108, Narragansett 02882	2600
<i>Washington S. District</i>		
Charlestown	Post Rd. at Town Dock Rd., Charlestown 02813	2100
Hope Valley	51 Bank Street, Hopkinton 02832	5700
Westerly	89 Westerly Bradford Rd., Westerly 02891	2200
<i>Bristol District</i>		
East Providence	32 Sachem Rd., East Providence 02915	1400
Warren Avenue	691 Warren Avenue at RT 114, E. Providence 02914	7200
Pawtucket	Roosevelt Ave. at I-95 SB Exit 30, Pawtucket 02860	2400
<i>Newport District</i>		
Little Compton	Willow Avenue, Little Compton 02837	800
Newport	RT 138 Ramp, Newport 02840	3600
Portsmouth	170 Anthony Rd. Portsmouth 02871	4400
Warren Yard	47 Ridgeway Drive, Warren 02885	600

Additional Requirements for Bid/Proposal Submission:

If Bidding multiple items, place the proposed specifications in ascending numerical order, preferably in a binder, marked with the bides name, address, bid number and opening date and time.

- **All vendors responding to the within solicitation must complete the attached prompt payment discount “PPD” form as part of this master price agreement solicitation.**

- **Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov**

- **Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.**

End

REVERSE AUCTION INFORMATION

The **State of Rhode Island** will accept bids for **Salt, Road Use** using an online **Reverse Auction Process** managed and hosted by Electronic Auction Services, Inc (hereinafter referred to as "EASI").

- Sealed response documents without pricing information for **Solicitation 7550905**, will be received by the **State of Rhode of Rhode Island** at the **Division of Purchases, One Capitol Hill 2nd Floor, Room 201** on **September 9, 2016 @ 11:00 am**.
- Pricing for **Salt, Road Use** will be received via the Reverse Auction process scheduled to take place on **September 22, 2016 @ 9:00 am (ET)**.

The Reverse Auction will be conducted in accordance with the **State of Rhode Island** purchasing provisions and the specifications for this Bid. The Reverse Auction will be the process used to determine final pricing. By submitting a bid through the Reverse Auction process, the bidder agrees to abide by the terms and conditions of the **State of Rhode Island** policies and procedures for the purchase of goods and services, the terms and conditions of the Reverse Auction and the terms and specifications for this bid.

A condition of participation in the Reverse Auction is that vendors complete all bid proposal forms and be deemed responsive to all requirements and responsible to perform the services or to provide the goods. Such determination will be a pre-requisite to participation in the Reverse Auction event.

REVERSE AUCTION PROCEDURES

- EASI will provide notice to each bidder through telephone or email regarding the bidder's inclusion or exclusion from the qualified bidders list. This will be the official invitation to participate in the Reverse Auction.
- EASI will work with the bidder to prepare for the auction event. Preparation may include, but is not limited to: configuration of the auction computer system, testing of the bidder interface, review and discussion of Online Reverse Auction event procedures and other documentation, and training.
- During the Online Reverse Auction event, only those bidders on the qualified bidders list will be allowed to participate. EASI will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.
- EASI will keep an event record, which will include the prices offered by the bidders.
- The EASI bidder interface will be configured such that a bidder will not know the identity of competing bidders.
- EASI will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event. The lowest price offered by each qualified bidder will become the price portion of the bid response.
- Bids must be submitted by, or under the direction of, an authorized representative of the

bidder as designated in the qualifications summary.

- The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension will be contained in the event procedures that will be reviewed and discussed with all qualified bidders.
- The event will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.
- After the conclusion of the auction event, the **State of Rhode Island** will consider the qualifications summary and the price offered during the auction event to determine the lowest responsive and responsible bidder.

REVERSE AUCTION TRANSACTION FEE

The bidder with whom the **State of Rhode Island** enters into a contract agrees to and is required to pay a transaction fee to EASI pursuant to the Terms & Conditions signed and returned to the **State of Rhode Island** prior to the bid response due date. The fee will be **One** percent (**1%**) of the contract amount.

Awarded Supplier Reporting and Payment Terms and Conditions: The Awarded Supplier will be responsible to pay the Transaction Fee of 1% to EASI for all payments received from the Buyer, any of its political subdivisions or any other entity (the "Buying Agent") resulting from this bidding event or subsequent contract. Awarded Supplier is required to enter into the Solution all Buying Agent payments received (the "Payment" or "Payments") and all Purchased Items within ten (10) days of the end of each month. If Awarded Supplier fails to enter Buying Agent payment information by the 10th of the month EASI will charge to Supplier's Preferred Transaction Fee Payment Method an amount equal to one month of the overall contract value estimated by the Buying Agent times the Transaction Fee percentage.

Upon notification of award from the Buyer, the Awarded Supplier is required to provide ACH or credit card information ("Preferred Transaction Fee Payment Method"). EASI will charge the Awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

Term Purchases: If Purchased Items are ongoing in nature, the Transaction Fee will be charged to your Preferred Transaction Fee Payment Method within fifteen (15) days of the end of each month.

Audit Right: the Buying Agent and EASI reserve the right to audit the accuracy of the Transaction Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day's prior written notice, and in such a manner as not to unreasonably interfere with the Awarded Supplier's normal business activities. Transaction Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Transaction Fees are determined to have been underpaid by more than five percent (5%) for the period audited, Awarded Supplier shall pay for the costs of such audit.

Electronic Auction Services, INC (“EASI”).
SUPPLIER AGREEMENT TERMS AND CONDITIONS

Electronic Auction Services, Inc (“EASI”) does not verify or validate any buyer information provided or representations made by users on the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge EASI, its employees, agents and partners make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from EASI. You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and EASI is in no way a party to or responsible for the performance of such agreement. Therefore: 1) EASI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EASI FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY YOUR SIGNATURE BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

READ THIS AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE SIGNING. BY SIGNING, YOU WILL BE PERMITTED TO UTILIZE THE ELECTRONIC AUCTION SERVICES, INC. (“EASI”) INTERNET-BASED STRATEGIC SOURCING SOLUTION (“SOLUTION”) FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ON-LINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. SHOULD YOU CHOOSE NOT TO SIGN AND RETURN THIS AGREEMENT PRIOR TO THE ON-LINE BIDDING EVENT, YOU WILL BE DENIED ACCESS TO THE SOLUTION AND THE BIDDING EVENT.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through EProcureLive website by the use of a password(s)

and/or access code(s) for the purpose of participating in a specific electronic online bid auction event. Any subsequent rights to access the Solution will require you to accept a new “Supplier Agreement Terms and Conditions”. EASI reserves the right to terminate your access to the Solution or any of its services at any time, if EASI shall determine, in its sole discretion, that you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination, EASI shall notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, EASI will make available to you electronic access and use of the Solution for you to participate in a one-time, online bidding event. EASI will also provide such other assistance in the way of customer support and service as are set forth below. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. EASI shall have no responsibility for ensuring sales of goods or services using the Solution will comply with such laws, ordinances, regulations, or policies. The Supplier, in using the system, has the responsibility for the sale including, but not limited to, the following:

- Accepting the terms and conditions of this agreement as contained in the Bid Package not less than 3 business days in advance of a scheduled event
- Selecting appropriate procurement opportunities to participate
- Preparing and assuring the completeness of any bids, quotes or proposals
- Submitting any bids, quotes or proposals electronically within the buyer established deadlines
- Maintaining with the Buyer, the security and the integrity of the bid procurement process
- Participating in any Pre-bid Conference(s) and telephonic tutorial for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

As a supplier, you also acknowledge that EASI’s responsibilities are, but not limited to, the following:

- Clarifying bidding processes and timelines
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any Pre-bid Conference(s)
- Conducting the electronic bid event and providing help desk support during the event

Electronic Auction Services, INC (“EASI”).
SUPPLIER AGREEMENT TERMS AND CONDITIONS

➤ Publishing appropriate results to the users and obtaining feedback from participants

3. Conduit Services Only. The Solution provides only an Internet conduit through which the following may take place: (a) you may communicate the availability of your goods and services to potential buyers, (b) potential buyers may communicate their procurement needs to you and (c) you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of the Supplier Agreement. EASI makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating buyers. EASI recommends you conduct your own inquiries concerning the qualifications and reputation of buyers, and you must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. EASI does not verify the information supplied or representations made by buyers on the Solution and makes no warranty of any kind to you concerning any buyer using the Solution. EASI recommends you look solely to the buyer with respect to any buyer-related information, representations and warranties.

5. Coded Access. Participation in the online bid event is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. EASI is not responsible for such unauthorized use of the Solution.

6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and that neither you nor your business will have any claim against EASI as a result of any non-availability of the Solution at a particular time or times or any failure of the Solution to operate as intended.

7. Sole Remedy. If you are dissatisfied with the functionality of this Solution or the services EASI provides, your sole remedy is to cease using the Solution. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST EASI RELATED TO YOUR USE OF THE SOLUTION.

8. Virus. You hereby agree EASI will not be liable for any harm that may be caused by the inadvertent or deliberate transmission of any malicious computer software, or such other computer program transmitted through its website from a third party.

9. Information You Provide. You agree any information you provide about yourself or your agents when registering to use the Solution is accurate, current

and complete and you will maintain and update that information to ensure that it remains as such. If EASI suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your business will indemnify EASI against such claim or liability including costs and attorneys fees incurred in defending against it.

10. Security. EASI uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents have the responsibility to manage your internal security by safeguarding passwords and establishing your own internal security procedures, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you agree to immediately report the same to EASI and a new password will be assigned for your use. EASI does not and cannot guarantee that information will remain secure.

11. Fees. The design, maintenance and operation of the Solution requires substantial costs and investment by EASI. Thus, a transaction fee (Transaction Fee) based on the total final purchase price stated upon award will be charged to the awarded supplier. The transaction fee for specific products and services for each event shall be owed by you and your company upon the execution of each awarded sale resulting from your submission of any request for quotations through this Solution. You hereby acknowledge that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, you are obligated to pay the Transaction Fee to EASI if you are the awarded supplier. Said Fee will be assessed to the awarded supplier as follows.

Awarded Supplier Reporting and Payment Terms and Conditions: The Awarded Supplier will be responsible to pay the Transaction Fee of 1% to EASI for all payments received from the Buyer, any of its political subdivisions or any other entity (the “Buying Agent”) resulting from this bidding event or subsequent contract.

Upon notification of award from the Buyer, the Awarded Supplier is required to provide ACH or credit card account payment information (“Preferred Transaction Fee Payment Method”) to EASI. EASI will charge the Awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

Term Purchases: For Term or ongoing purchases, Awarded Supplier is required to enter into the Solution all Buying Agent payments received (the “Payment” or “Payments”) and details of the items, quantities and prices associated with those Payment(s) received within ten (10) days of the end of each month. If Awarded Supplier fails to enter Buying Agent payment information by the 10th of the month EASI will charge to Supplier’s Preferred Transaction Fee Payment

Electronic Auction Services, INC (“EASI”).
SUPPLIER AGREEMENT TERMS AND CONDITIONS

Method an amount equal to one month of the overall contract value estimated by the Buying Agent times the Transaction Fee percentage. The Transaction Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth of each month.

Audit Right: the Buying Agent and EASI reserve the right to audit the accuracy of the Transaction Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day’s prior written notice, and in such a manner as not to unreasonably interfere with the Awarded Supplier’s normal business activities. Transaction Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Transaction Fees are determined to have been underpaid by more than five percent (5%) for the period audited, Awarded Supplier shall pay for the costs of such audit.

12. Disclosures. You acknowledge by using the Solution, you agree to provide EASI accurate and complete information regarding (a) any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution; (b) the final price agreed upon between you and the participating buyer with respect to the product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution. You understand and acknowledge you are to provide this information to EASI immediately upon becoming aware of such information and EASI relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

You acknowledge and agree the buyers conducting online bidding events through the Solution may be governmental or quasi-governmental entities, and that, prior to entering into any binding agreement with you for the purchase of any product or service, such buyers may be required to comply with numerous state and local laws, regulations and ordinances with respect to the procurement of goods and services by governmental entities. You acknowledge and agree such compliance by participating buyers may involve public notice, public hearings, counsel meetings, and other lengthy processes.

13. Privacy Policy. You hereby acknowledge EASI has the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. EASI reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable or in violation of this Agreement.

The information we receive depends on what you do when visiting the Solution. If you visit the Solution to read or download information, we collect and store

only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an America Online account), and the date and time you access the Solution. We use this information to measure the number of visitors to different sections of the Solution, so that we can make the Solution more useful to our visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, company name, mailing address, email address).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. You agree not to hold EASI responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the Solution. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

14. Reselling or Transfer. You agree not to resell or transfer your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person.

15. Access to Internet. You agree that in order to use the Solution you must: (a) provide your own access to the Internet, and (b) provide all equipment necessary for you to make the connection to the Internet. EASI is not responsible for the speed, reliability and/or quality of your connectivity to the Internet.

16. Interference with Others. You agree not to use the Solution in a manner that would restrict or inhibit any other party’s use of such services.

17. Links to Other Sites. This Solution may link you to other sites on the Internet. These links are provided for your convenience but the sites to which the links connect are not under EASI’s control. You understand and agree that the linking of the system to other sites does not mean that these sites are endorsed by EASI, and EASI is not responsible for the legality, accuracy or any other aspect of the operation or content of any sites to which links are provided.

18. Copyright – How you May Use the Content of the Solution. The content of this Solution (the “Content”) is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies that you make of the material must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. This material is not for republication, except as authorized in this paragraph. You are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by EASI and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the

Electronic Auction Services, INC (“EASI”).
SUPPLIER AGREEMENT TERMS AND CONDITIONS

Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of EASI, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of your transactions using the Solution.

19. Framed Links. You may not create framed links to the Solution without express written permission from EASI.

20. Modification. EASI, in its sole discretion, has the right to modify this Agreement at any time. Any modification is effective upon either posting notice of such modification on EASI’s website or upon notice by certified mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.

21. Non-Circumvention. You agree you will not, directly or indirectly, take any action with the Buyer or any other Suppliers involved in this specific event which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once (1) you have agreed to the terms and conditions contained herein and 2) electronically viewed or received a specific request for quotations from a buyer through the Solution, you will not, directly or indirectly, enter into any agreement related to such specific request for quotations with such buyer outside the Solution or in any manner such as paper or verbal bids which would result in your failure to pay to EASI the fee set out in Section 11 hereof. You agree to maintain confidentiality between the Buyer, your company and its representatives and EASI regarding the submission of quotations and subsequent pricing before and during the auction event.

22. Governing Law. This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to or application of its conflict of laws principles.

23. Partial Enforceability. If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than

those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.

24. Entire Agreement. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.

25. No Consequential Damages. Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.

26. Headings. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

YOUR SIGNATURE BELOW IS YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ AND FULLY UNDERSTAND THE FOREGOING AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS IN THEIR ENTIRETY.

❖ I understand that if “I Do Not Accept” the terms listed in this Agreement or if I do not respond to this Agreement, EASI cannot allow me or my company to participate in the online bid.

I accept the terms listed in this agreement as well as

Company Name _____

Name _____

Title _____

Signature _____

Date _____

Prompt Payment Discount Form
(Invoice discounts for receiving fast payments)

Note: All vendors doing business with the State of Rhode Island must complete a Prompt Payment Discount ("PPD") form as part of this Master Price Agreement solicitation.

Bidder Name: _____

RFQ/RFP Bid Solicitation Number: _____

Prompt Payment Discounts ("PPD"): Vendors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the State, the discount(s) must be identified in 10 days or more for Payment Issuance Date. The State may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the State.

All discounts offered will be automatically deducted from payment when the issue date is within the specified number of days listed below and in accordance with the State's Prompt Payment Law. Payment days will be measured **from** the date goods are received and accepted/performance was completed OR the date an invoice is received by the Office of the DOA Controller, whichever is later **to** the date the payment is issued via ACH or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a vendor.

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for the available payment issue dates listed below. Note: Vendors are allowed up to three different prompt payment options. Example prompt payment options are:

- 5% - 10 Days
- 3% - 20 Days
- 1% - 25 Days

Discount %	Payment Issue Date Within
%	10 Days
%	15 Days
%	20 Days
%	25 Days
By checking this box, we certify that we will not offer any Prompt Payment Discounts	
<input type="checkbox"/>	

ACH Payments/Supplier Portal: Vendors are highly encouraged to enroll for ACH payments. This payment method will increase the prompt pay benefit since funds are paid directly to designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. The form required for ACH enrollment can be found at <http://controller.admin.ri.gov/Forms/index.php>.

The State also highly encourages Vendors to use the RIFANS Supplier Portal which includes the functionality to electronically submit invoices against open Purchase Orders. This efficient invoicing method eliminates handling time, mailing expenses, and will further expedite the payment process. Information on the portal can be found at <http://controller.admin.ri.gov/iSupplier/isup/index.php>.

We will sign up for ACH payment. (please circle response)	Yes	No
We will utilize the State's Supplier Portal to electronically submit invoices. (please circle response)	Yes	No

Signature _____ Date _____

All procurements requiring PPD shall include the following language:

Prompt Payment Discounts (“PPD”)

The Department of Administration’s (“Department”) goal in establishing the PPD program is to provide an opportunity for expedited payment to vendors, while reducing the cost to the State through vendor discounts. State agencies are encouraged to utilize vendors that offer cash discounts, along with competitive pricing, when selecting services or goods from master price agreements. In addition, the Department seeks to promote prompt payment through the use of electronic funds transfer (“EFT”) through the ACH system.

Prompt Payment Discount Form

All vendors submitting proposals in response to designated master price agreement solicitations must submit the attached PPD form in order to participate in the PPD program.

Nothing herein prevents the State Purchasing Agent or designee from negotiating lower pricing or greater discounts and/or waiving technicalities related to PPDs in the best interests of the State.