



**RFQ #7593555**

**Title: LAB EQUIPMENT AND MATERIALS**

**Submission Deadline: Tuesday, June 19, 2018 @ 10:00 a.m. Eastern Time (ET)**

**QUESTIONS** concerning this solicitation must be received by the Division of Purchases at [Dawn.Vittorioso@purchasing.ri.gov](mailto:Dawn.Vittorioso@purchasing.ri.gov) no later than Thursday, May 31, 2018 @ 10:00 AM Eastern Time (ET). Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFQ #7593555 on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**NOTE TO VENDORS:** Applicants must register online at the Rhode Island Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Proposals received without the completed RIVIP Bidder Certification Cover Form attached, may result in disqualification.

**BID SUBMISSION INSTRUCTIONS:** For vendor convenience, an electronic-based file is attached that includes an Excel spreadsheet for submission of vendor quotes for this solicitation.

**SUBMISSION INSTRUCTION IS AS FOLLOWS:**

Please submit a DISC/CD-R copy of your quotes in the same excel format provided. Bidders are suggested to submit pricing in excel on the Electronic Based Excel File.

Once disc-based file is completed, submit an electronic version on Excel on a DISC/CD-R. Also, submit a printed hard copy of your Excel spreadsheet(s).

**FORMATTING DISC/CD-R:**

All DISC/CD-Rs submitted must be labeled with:

- a. Vendor's name
- b. RFQ #
- c. RFQ Title
- d. If file sizes require more than one DISC/CD-R, multiple DISC/CD-Rs are acceptable. Each must include the above labeling and additional labeling of how many DISC/CD-Rs should be accounted for (e.g. 3 CD-Rs should have additional label of '1 of 3' on the first DISC/CD-R, '2 of 3' on second DISC/CD-R, '3 of 3' on third CD-R.

Vendors are responsible for testing their DISC/CD-Rs before submission as the Division of Purchase's inability to open or read a DISC/CD-R may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the DISC/CD-Rs submitted with

no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it “non-responsive”. USB Drives or any other electronic media shall not be accepted. Please note that DISC/CD-Rs submitted, shall not be returned.

**TO SUMMARIZE:**

Bidders may submit a DISC/CD-R copy of quotes in Excel format plus a hard (paper) copy of Excel Request for Quote. No USB drives accepted.

A bidder may choose not to submit a disc-based file. If so, please complete pricing sheet in ink, clearly and legible and submit a hard copy with the proposal.

**GENERAL CONDITIONS CONTINUED:**

This is an itemized bid by parts. The equipment included shall be listed under:

- Part 1 – Amatrol Training Sys.
- Part 2 – Amatrol
- Part 3 – Chemglass Life Sciences
- Part 4 – Eppendorf North America
- Part 5 – Chromatography
- Part 6 – Pignat
- Part 7 – General Lab Supplies

Bidder may bid on any or all PARTS. It is anticipated to make multiple awards. However, the State will award in whole, by part, reject any and all bids, or award in its best interest.

**Parts 1 through 6** – Bidders may bid on any or all parts, but each bid must include all items in each part. Partial bids will be rejected. Bidders must submit itemized prices on each individual item in a part to allow owner to reduce or augment quantities if required. *(i.e. if a Bidder wishes to bid on Part 1, all line items must be bid. Bidders cannot bid on line 1, 3 and 4. All lines must be bid)*

**Part 7 ONLY** – Bidders are not required to bid on all line items. Bidders must submit itemized prices on each individual item in a part to allow owner to reduce or augment quantities if required. *(i.e. if a Bidder wishes to bid on Part 7 for line items 1, 3, 4, 25, 30.... This is acceptable and bids will not be rejected)*. The State reserves the right to award Part & in whole for convenience.

**PROPOSAL SUBMISSION:**

Interested vendors must submit proposals to provide the goods and/or services covered by this RFQ on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked "**RFQ# 7593555**" to:

RI Dept. of Administration  
Division of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

# **Part 1**

## **Amatrol Training Sys.**

Line #	Manufacturer	Model	Description	Quantity	Each	Total
1	Amatrol	T5554	Analytical Process Control Learning System Optional connection kit 33278 required to connect 2 systems. Requires one controller module, either the T5554-C1-A Single-Loop PID Controller Module or the T5554-C2-A Dual-Loop PID Controller Module. Also requires 110 AC, 82-610 Table and chemicals for holding tanks Includes: (1) Table-top Workstation; (1) Control Panel; (1) PLC Interface; (1) Metering Pump; (1) Injector Pump; (1) Continuous Stirred Tank Reactor (CSTR); (1) PH Transmitter; (1) PH Probe; (2) Reagent Tanks; (1) Piping By-Pass Network; (1) B33303 Student Learning Activity Packet; (1) C33303 Teacher's Assessment Guide; (1) D33303 Installation Guide; (1) H33303 Student Reference Guide.	1		
2	Amatrol	82-610	Mobile Technology Workstation, Type 1 - 6 Foot Includes: (1) Welded Steel Frame; (1) White Laminated Work Surface; (1) Dimensions: 30H x 30W x 72L inches ; (4) Casters.	2		
3	Amatrol	T5552	Level / Flow Process Control Learning System Operates as a stand-alone training system in discrete on/off mode. Optional connection kit 33278 required to connect 2 systems. Requires T5552-C1-A PID Controller Module, 82-610 Table, compressed air (100psi), 120 VAC 15A electrical, water source, and 41205 hand tool package. Includes: (1) Table-top Workstation; (1) Control Panel; (2) Liquid tanks; (1) Centrifugal Pump/Motor; (1) Piping Network with valves; (1) Instrumentation; (1) PLC Interface (1) BB270 Student Learning Activity Packet; (1) CB270 Teacher's Assessment Guide; (1) DB270 Installation Guide; (1) HB270 Student Reference Guide.	1		
4	Amatrol	N/A	eLearning Individual Subscription - Amatrol All Library, 6 months Months Available exclusively to secondary and post-secondary organizations for individual subscriptions in any quantity. Requires each individual subscription to start on order date or alternate date specified that is within one year of purchase. Each subscription start date can vary. The access period is 6 months from the individual start date. Also requires high speed web access and a computer. For computer requirements, see <a href="http://www.amatrol.com/support">www.amatrol.com/support</a> . Includes: Individual subscription access Amatrol All online eLearning library for 6 months following individual subscription start date. Amatrol All includes hands-on, jobready skills.	15		

# Part 2

Amatrol

Line #	Manufacturer	Model	Description	Quantity	Each	Total
1	Amatrol	96-MT1	Materials Technology 1 Learning System Requires computer. Recommended table 82-610 Mobile Technology Workstation or equivalent. See <a href="http://www.amatrol.com/support">www.amatrol.com/support</a> for computer requirements 2-student learning system supplied. Includes: (1) Materials Engineering Console w/T9014; (1) T9020-SS1 Data Acquisition System; (1) 12201 Material Test Set 1; (1) Starter Specimen Set 1; (1) MB782 Student Curriculum- Interactive PC-Based Multimedia; (1) CB782 Teacher's Assessment Guide; (1) DB782 Installation Guide; (1) HB782 Student Reference Guide.	1		
2	Amatrol	T7017A	AC / DC Electrical Learning System Recommended table 82-610 Mobile Technology Workstation or equivalent. Includes: (1) Workstation with AC/DC Power Supply; (1) Output Device Component Set; (1) Input Device Component Set; (1) Instrumentation Package; (1) Transformer Module; (1) Capacitor/Inductor Set; (1) BB227 Student Learning Activity Packet; (1) CB227 Teacher's Assessment Guide; (1) DB227 Installation Guide; (1) HB227 Student Reference Guide.	1		

# **Part 3**

## Chemglass Life Sciences



Line #	Manufacturer	Model	Description	Quantity	Each	Total
1	Chemglass Life Sciences	CG1965-610M	Jacketed 10L Process Reactor, Complete with CG-1969-M-01 Manifold with M16 Circulator fittings, Electric Motor	1		
2	Chemglass Life Sciences	CG-1965-D	Distillation Kit	1		
3	Chemglass Life Sciences	CG-1978-M440	Circulator, Ministat, 240, Air Cooled, -45 to 200°C Temp Range, 1.6kW Heating Power, 0.35kW Cooling Power @ -20°C, 4.9L Bath Volume, M16 Pump Fitting, 208V 2~ 60Hz **Electrical Cord Must Have The Correct Plug Attached By The End User**	1		
4	Chemglass Life Sciences	CG-1969-M-20	M16 S.S. Ball Valve, Huber®, Male to Female	2		
5	Chemglass Life Sciences	CG-1969-M-22	M16 S.S. 90° Elbow, Huber®, Male to Female	2		
6	Chemglass Life Sciences	CG-1978-F132	Bath Fluid, Huber, SilOil M40.165.10, Min Temp. -40°C, Max Temp.: -Open Bath: +165°C-Closed System: +220°C, 10L Container	1		
7	Chemglass Life Sciences	CG-1969-B-06	Triple Insulated Hose, 6' Lgth M16 x 1 Female on Each End	2		
8	Chemglass Life Sciences	CG-1978-P926	PT100 Sensor, 1/4" OD x 26" Lgth PFA Coated, 12ft lead, Green Shielded Cable, Lemo Connector, Strain Relief Spring	1		
9	Chemglass Life Sciences	CG-1978-M495	E-Grade software, Pilot One Exclusive	1		
10	Chemglass Life Sciences	CG-4806	Vacuum Pump MD1C Oil Free Diaphragm	1		

# Part 4

## Eppendorf North America

Line #	Manufacturer	Model	Description	Quantity	Each	Total
1	Eppendorf North America	B120ACS000	BioFlo® 120, advanced, plug type B, TMFC, 20 SLPM	1		
2	Eppendorf North America	M1273-5001	Regulator Kit, water, with prefilter, for up to 4 controllers	1		
3	Eppendorf North America	M1273-5002	Regulator Kit, air, with prefilter, for up to 4 controllers	1		
4	Eppendorf North America	0082140061	Bioprocess Performance Plan – Installation, BioFlo® 120	1		
5	Eppendorf North America	N/A	On-site Training and Travel Expenses	1		
6	Eppendorf North America	B120SUV001	BioBLU® Vessel Bundle, for BioFlo® 120, heat blanket, magnetic drive, BioBLU® 3f	1		
7	Eppendorf North America	1386001000	BioBLU® 3f Single-Use Vessel, fermentation, macrosparger, 3 rushtontype impellers, no pH, non-sterile, 4 pieces	1		

# **Part 5**

# Chromatography

Line #	Manufacturer	Model	Description	Quantity	Each	Total
1	Bio-Rad	7318338	BioLogic LP System With BioFrac Fraction Collector and LP Data View Software	1		

# Part 6

## Pignat

Line #	Manufacturer	Model	Description	Quantity	Each	Total
1	Pignat	606	Continuous Distillation Operations Demonstrator With Touch-screen Display & Data Acquisition	1		
2	Pignat	600-001	Table-top Chiller (1/3 HP)	1		
3	Pignat	904	Display & Transport Cart (appropriate for #606)	1		

# **Part 7**

## General Lab Supplies



Line #	Manufacturer	Model	Description	Quantity	Each	Total
1	Andwin Scientific	17001255	Carousel Stand for 7 pipettes CR-7	3		
2	Andwin Scientific	NC0359337	Hirschmann Motorized pipettors	3		
3	Argos Technologies	03-395-621	lab tape dispenser	1		
4	Bel Art	08-647-729	Hot Hand Protector Glove	2		
5	BioRad	1450102	BioRad TC20 Automated Cell Counter	1		
6	BioRad	1450045	Biorad cell counter slides	5 pack of 30 slides		
7	ChemGlass	50-401-845	Chemglass Vacuum Pump	1		
8	ChemGlass	CG-1108H-16	1000mL Polypropylene Beaker, Graduated, with Handle	2		
9	ChemGlass	CG-1108H-17	2000mL Polypropylene Beaker, Graduated, with Handle	6		
10	ChemGlass	CG-1130-20	Wash Bottles, Polyethylene, 500mL, Starter Pack (1 ea of Water, Acetone, Methanol, Isopropanol, Toluene, and Ethanol)	1 pk		
11	ChemGlass	CG-1145-04	Cleaning Brush Set; Contains 1 Each of the Above	1		
12	ChemGlass	CG-1146-01	Cleaning Brush 9" long	1		
13	ChemGlass	CG-1225-11	Cabinet, Dry-Keeper™, Electric, Desiccator	1		
14	ChemGlass	CG-1615-1L	volumetric flasks, 1000 mL	2		
15	ChemGlass	CG-1615-500	volumetric flasks, 500 mL	2		
16	ChemGlass	CG-1615-500	volumetric flasks, 250 mL	2		
17	ChemGlass	CG-1652	CG-1652 - FORCEPS, TWEEZERS, PTFE, POINTED TIPS	2		
18	ChemGlass	CG-1720-01	24/40, 75mm Powder Funnel	1		
19	ChemGlass	CG-1750-06	Separatory funnel, 1000mL	2		
20	ChemGlass	CG-1888-07	Funnel, Buchner, Porcelain 1150mL Capacity	1		
21	ChemGlass	CG-1979-50	LAB SCOOPS, STAINLESS STEEL	2		
22	ChemGlass	CG-1981-10	SPATULA, ROUNDED, MICRO	3		
23	ChemGlass	CG-1985-P-03	Smartspatulas, disposable, opaque, 210mm	1 pack		
24	ChemGlass	CG-1985-P-05	Spartspatulas, disposable, antistatic, micro, 140mm	1 pack		
25	ChemGlass	CG-1996-V10	Magnetic Hot Plate Stirrer, Analog, 135mm Plate, 115V 50/60 Hz, CE, CSA and UL Approved	1		
26	ChemGlass	CG-1999-V-10	Square Ceramic Digital Hotplate Stirrer, 7.9 x 7.9", 115V, Complete with 3mm PT100 Probe,	2		
27	ChemGlass	CG-2005-20	STIR BAR KITS, MAGNETIC, PTFE, EGG-SHAPED	1		
28	ChemGlass	CG-2005-20	Egg-Shaped Spinbar kit, PTFE	1 kit		
29	ChemGlass	CG-2015-02	Spinbar Retriever, Polyethylene, 18"	1		
30	ChemGlass	CG-3045-104	Support Base, Rectangular	1		
31	ChemGlass	CG-3054-12	Lab jack, anodized aluminum 8"x8", see cg-3054 for other sizes	2		
32	ChemGlass	CG-3057-11	Support Ring with Clamp, Medium, 64mm ID, 180mm OAL	2		

Line #	Manufacturer	Model	Description	Quantity	Each	Total
33	ChemGlass	CG-3057-12	Support Ring with Clamp, Large, 85mm ID, 200mm OAL	2		
34	ChemGlass	CG-730	LABORATORY STANDARD WALL TUBING, EXCELON	1		
35	ChemGlass	CG-796-5K	Precision Balance, 5000 Grams, 115V	1		
36	ChemGlass	CG-8048-1L	Beaker, Low Form, 1000mL, Griffin, Double Scale, Graduated	1		
37	ChemGlass	CG-8048-250	Beaker, Low Form, 250mL, Griffin, Double Scale, Graduated	1		
38	ChemGlass	CG-8048-PACK	Beaker Starter Pack (1 ea of 50/100/250/600/1000mL)	2 pk		
39	ChemGlass	CG-8080-1L	BOTTLES, MEDIA STORAGE, SCREW CAP, PYREX	1		
40	ChemGlass	CG-8080-500	BOTTLES, MEDIA STORAGE, SCREW CAP, PYREX	1		
41	ChemGlass	CG-8088-100	BOTTLES, MEDIA STORAGE, SCREW CAP, PYREX	1		
42	ChemGlass	CG-8246-10	CYLINDERS, DOUBLE METRIC SCALE, ECONOMY, GRADUATED, PYREX® 10ml	3		
43	ChemGlass	CG-8246-100	100ml	3		
44	ChemGlass	CG-8246-1000	1000ml	3		
45	ChemGlass	CG-8246-50	50ml	3		
46	ChemGlass	CG-8246-500	500ml	3		
47	ChemGlass	CG-8254-10	Graduated Cylinder, 10mL, Red Stripe	2		
48	ChemGlass	CG-8254-100	Graduated Cylinder, 100mL, Red Stripe	2		
49	ChemGlass	CG-8254-25	Graduated Cylinder, 25mL, Red Stripe	2		
50	ChemGlass	CG-8254-250	Graduated Cylinder, 250mL, Red Stripe	2		
51	ChemGlass	CG-8254-50	Graduated Cylinder, 50mL, Red Stripe	2		
52	ChemGlass	CG-8496-PACK	FLASKS, ERLLENMEYER, <u>STARTER PACKS</u> , PYREX®	3		
53	ChemGlass	CG-850-05	storage bottles, plastic	2		
54	ChemGlass	CG-850-06	storage bottles, plastic	2		
55	ChemGlass	CG-850-07	storage bottles, plastic	2		
56	ChemGlass	CG-8512-1L	Erlenmeyer flasks, 1000 mL	2		
57	ChemGlass	CG-8518	Flask, Filtering, Heavy Wall, Graduated, Plastic hose connection 2000mL	2		
58	ChemGlass	CG-870-10	10L Polypropylene Carboy with Spigot, 83mm Closure, Autoclavable	1		
59	ChemGlass	CG-871-10	10L Polypropylene Carboy with Handles, 83mm Closure, Autoclavable	1		
60	ChemGlass	CG-871-10	10L Polypropylene Carboy with Handles, 83mm Closure, Autoclavable	1		
61	ChemGlass	CG-871-20	20L Polypropylene Carboy with Handles, 83mm Closure, Autoclavable	1		
62	ChemGlass	CG-8884-150	Watch Glass, 150mm	2		
63	ChemGlass	CG-9212-01	Two prong multi purpose clamp, medium	1		
64	ChemGlass	CG-9212-02	Two prong multi purpose clamp, large	1		
65	ChemGlass	CLS-1762-0909	COVER SLIPS, RECTANGULAR AND SQUARE, #1 FLOAT GLASS	1		

Line #	Manufacturer	Model	Description	Quantity	Each	Total
66	ChemGlass	CLS-1815-004	DISHES, ANTISTATIC, POUR BOAT, POLYSTYRENE	1		
67	ChemGlass	CLS-1815-005	DISHES, ANTISTATIC, POUR BOAT, POLYSTYRENE	1		
68	ChemGlass	CLS-1815-005	Weigh boats, 140ml antistatic, see CLS-1815 for other sizes/styles	1		
69	ChemGlass	CLS-3485	PIPETTES, DISPOSABLE, TRANSFER	2		
70	ChemGlass	CLS-4300-001	Tube, MicroCentrifuge, 1.5mL, Graduated, Econo™, Natural	3		
71	Contec	19-033-766	Contec Sterile 70% Isopropanol Bottles (16 oz. bottles)	1 case w/12 bottles		
72	Corning	07-200-573	5ml serological tips for Hirschmann pipettors	case of 200		
73	Corning	07-200-574	10ml serological tips for Hirschmann pipettors	case of 200		
74	Corning	07-200-575	25ml serological tips for Hirschmann pipettors	case of 200		
75	Corning	07-210-130	Corning™ Round Ice Bucket with Lid, 2.5L	1 case		
76	Corning	09-761-71	Corning Cryogenic Vials (2 mL)	1 case of 500		
77	Eppendorf	05-400-100	eppendorf 15ml adaptor	1		
78	Eppendorf	05-400-103	eppendorf 50ml adaptor	1		
79	Eppendorf	05-400-94	eppendorf rotor	1		
80	Eppendorf	05-400-96	eppendorf 2ml adaptor	1		
81	Falcon	08-772-1E	Small Tissue Culture Flasks (canted)	case of 100		
82	Falcon	13-680-50	2ml disposable plastic transfer pipettes	3 packs of 500		
83	Falcon	13-680-59	Large Tissue Culture Flasks (canted)	case of 60		
84	Falcon	14-959-49A	Falcon 50ml tubes	case of 500		
85	Falcon	14-959-49D	Falcon 15ml tubes	case of 500		
86	Invitrogen	4471136	Floid Cell Imaging Station	1		
87	Mettler	01-910-215	Mettler Toledo™ NewClassic MS Precision Balances Capacity is 12.2kg and Readability is 0.1	1		
88	Minumware	MW-110-N-01	Thermometer, -10 to 150°C In 1°C Subdivision, Overall Length = 152mm	2		
89	Nikon	Eclipse E100	Nikon E-100 Student microscopes	3		
90	OHAUS	1922400	Ohaus Scout SPX Portable Balance	2		
91	OHAUS	01-922-402	Capacity is 620g and Readability is 0.1	1		
92	OHAUS	SPX2201	OHAUS™ Scout™ SPX Portable Balances	1		
93	Saint-Gobain	02-589-1A	1/4 inch I.D. pressure tubing	100 ft		
94	Troemner	02-301-103	Troemner Stainless Steel Calibration Set	1		

## **Contract Terms and Conditions**

### **TERMS AND CONDITIONS**

#### **BID STANDARD TERMS AND CONDITIONS TERMS AND CONDITIONS FOR THIS BID**

##### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS** - **This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

##### **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases, the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** - If this is an MPA, Vendor will obtain "ship to" information from each participating

agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

## **AWARD**

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

## **DELIVERY PER AGENCY**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

## **INSURANCE REQUIREMENTS**

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: \* PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. \* BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. \* SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. \* ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. \* VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

**PURCHASE AGREEMENT 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.