



# 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 : 12-JUL-16  
 BID NUMBER: 7550780  
 TITLE: ICE MELT PRODUCTS - MPA 460  
 BID CLOSING DATE AND TIME:09-SEP-2016 10:30:00

**B  
I  
L  
L  
T  
O**  
 MASTER PRICE AGREEMENT  
 SEE BELOW  
 RELEASE AGAINST, RI MPA  
 US

**S  
H  
I  
P  
T  
O**  
 MASTER PRICE AGREEMENT  
 SEE BELOW  
 RELEASE AGAINST, RI MPA  
 US

**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 price bidding event. ICE MELT PRODUCTS - MPA 460 - 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  
Detailed Specifications and Special Conditions  
Solicitation 7550780 - MPA - #460 Ice Melt Products**

**Introduction:**

The State is conducting a pre-qualification solicitation for qualified vendors to supply Ice Melt products 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](http://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](mailto: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](http://www.purchasing.ri.gov) as an addendum to this solicitation.

**SCOPE:**

Furnish and Deliver Ice Melt Products for the period of October 1, 2016 through September 30, 2017 as per the following specifications and estimated amounts.

Vendor shall assure sufficient stock of products as to provide “on time delivery” within a minimum of two (2) weeks of order time during the contract period. Cost submitted shall be total cost: product INCLUDING, but not limited to, fuel, freight charges, etc. (landed cost to agency per request). - No travel, no mileage, no miscellaneous charges, no portal to portal. Failure to deliver a shipment on-time constitutes default by the vendor and gives authority to the State of Rhode Island to rescind the remainder of the contract from defaulted vendor.

The quantities given are ESTIMATES and as such do not constitute a guarantee to purchase on part of the State. There shall be no required minimum quantity for any order placed.

Supplier must provide the products quoted for the duration of the contract. Approved substitutions for the convenience of the supplier will not be accepted, and will be cause for termination of the bid agreement. Products discontinued by the manufacturer, supplanted by improved formulations, or in tight supply due to market conditions will not apply. Vendor shall accommodate and stand behind any damaged product and accept returns at no extra cost. Vendor is not required to accept returns due to agency overstock or product appearance such as color tint. Ice melt will be ordered by the pallet, container, bag or box depending on agencies request.

Upon request, samples may be required before an award is made. If required, samples will be provided at no cost. Bidder shall be able to deliver samples to the desired location of the State and provide test certification report that the proposed product meets the performance ratings.

All deliveries will be made to the agencies ordering the product on vehicles supplied by the vendor. The handling and delivery of all products shall be in accordance with all Federal, State and Local Government requirements. Any/All orders that are palletized shall be shrink wrapped prior to time of delivery.

Bidders shall provide a copy of the manufactures product literature and the MSDA sheet for the specific manufacture's product the bidder intends to provide as part of the bid. If bidding an alternate item, please provide complete specifications, documents and material showing performance features and details for the items you propose. For alternate items being bid, the bidder must clearly identify by manufactures name, catalog and model number. Failure to do so may render offers non-responsive.

### **PRODUCT SPECIFICATIONS:**

**NOTE: If bidding on product other than that specified in this bid, MSDA Sheets and Guaranteed Analysis Reports are requested to be provided with your bid submission.**

**Item #1: Must be/include/have/contain:**

Approx. EAU – 5,000 Bags –50 pound bags

Commonly known as (Fire Crystal) or approved equal.

- Sodium Chloride
- Calcium Chloride
- Calcium Magnesium Acetate
- Color coated
- A solid physical state
- Packed in 50 lb. bags

**Item #2: Must be/include/have/contain:**

Approx. EAU -5,000 Bags – 50 pound bags

Commonly known as (Pro-Grade), (Road Runner) or approved equal.

- Sodium Chloride
- Magnesium Chloride
- Packed in 50 lb. bag, 50 lb. Box, 50 lb. Pail

**Item #3: Must be/include/have/contain:**

Approx. EAU – 5,000 Bags – 50 pound bags

Commonly known as (Industrial Blue), (Green Scapes) or approved equal.

- Sodium Chloride
- Calcium Chloride
- Liquid Magnesium Chloride
- Corrosion inhibitor
- Color coated
- Packed in 50 lb. bags

**Item #4: Must be/include/have/contain:**

Approx. EAU - 500 Box's – 50 pound box

Commonly known as (Safe Step Pro Series 960) or approved equal.

- Sodium Chloride
- Potassium Chloride
- Magnesium Chloride
- Urea
- Packed in 50 lb. box

**Item #5: No Substitute:**

Ice B'Gone Magic I (aka IBG Magic Granular I) – 50 Pound Bag

- It is highly effective down to -30°.
- Less corrosive, biodegradable and environmentally friendly
- Starts out as ordinary rock salt, which is then treated with a liquid, agricultural by-product of the distilling process blended with magnesium chloride.
- Safer to use on concrete,
- Less corrosive, may not harm curbside grassed areas or plants,
- Continues to melt ice to below -35F° if used as directed
- Pack in 50 lb. bag

**Item #6: Must be/include/have/contain:**

Approx: EAU – 2,500 Bags – 50 pound bags / 500 - 50 pound Boxes.

**“Green” Ice Melting Product (will also accept “Green Ice Melting Product with Calcium Magnesium) Acetate)**

**Commonly known as (Environ Melt) (Ice Cutter) or approved equal.**

- No Hazardous Ingredients
- Physical State Solid
- Green color indicator
- Solubility in water
- Safer for children and pets
- Non-hygroscopic formulation; Less harmful to vegetation, grass, trees
- Non-Tracking
- Less damage to concrete
- Packed 50 pound bags, 50 lb. Box

**Item #7:**

Solid calcium/magnesium product - 1 ton bags; Regular rock salt mixed or coated with a calcium and magnesium chloride and some dye for color.

Approx: EAU – 1 EACH

**\*All pricing offered for this solicitation must include all charges within quoted price. No additional fees will be applied after award is issued.**

**BASIS OF AWARD:**

**Basis of award items 1 thru 6:**

These sections will not necessarily be awarded on an All or None Basis. It is the intent to make a multiple award for this solicitation. Items 1 thru 6 will be awarded to the three (3) lowest responsive bidders for each sub-category. The lowest awarded vendor for these categories / sub-categories will be the primary supplier to the State. If a product cannot be supplied by the lowest cost vendor, user agencies are required to proceed in succession to the next lowest cost vendor in the category until product is procured.

**Basis of award item 7:**

Item 7, (Bulk Quantity Delivery) will be awarded to the **Lowest Responsive, Responsible Bidder.**

*The State reserves the right to make an award in its best interest for solicitation 7550780. It is not necessary to bid each item of the solicitation. Any of the listed items within this solicitation that received limited competition, the State at its sole discretion may eliminate those items from auction bidding and conduct a formal negotiation with vendor.*

**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](http://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 **Ice Melt Products** 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 7550780**, will be received by the **State of Rhode of Rhode Island** at the **Division of Purchases, One Capitol Hill 2<sup>nd</sup> Floor, Room 201** on **September 9, 2016 @ 10:30 am**.
- Pricing for **Ice Melt Products** 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>.

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