



Request for Quote

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

BUYER: Righter, Max W
 PHONE #: 401-574-8179

CREATION DATE : 22-FEB-17
 BID NUMBER: 7551414
 TITLE: MPA #495 Motor Oil / Oil Filter Recycling
 BLANKET START : 01-APR-17
 BLANKET END : 31-MAR-20
 BID CLOSING DATE AND TIME: 27-MAR-2017 10:00:00

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Requisition Number:

Note to Bidders: Questions regarding this solicitation must be emailed and received by the Division of Purchases at max.righter@purchasing.ri.gov no later than Tuesday, March 14th, 2017 at 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.

Bid must be placed in accordance with attached 7-page bid specification page.

Line	Description	Quantity	Unit	Unit Price	Total
1	04/1/17 - 03/31/18 UNCONTAMINATED USED OIL SHALL BE REMOVED	65,000.00	Gallon		
2	04/1/18 - 03/31/19 UNCONTAMINATED USED OIL SHALL BE REMOVED	65,000.00	Gallon		
3	04/1/19 - 03/31/20 UNCONTAMINATED USED OIL SHALL BE REMOVED	65,000.00	Gallon		
4	04/1/17 - 03/31/18 CONTAMINATED USED OIL SHALL BE REMOVED	120.00	Gallon		
5	04/1/18 - 03/31/19 CONTAMINATED USED OIL SHALL BE REMOVED	120.00	Gallon		
6	04/1/19 - 03/31/20 CONTAMINATED USED OIL SHALL BE REMOVED	120.00	Gallon		
7	04/1/17 - 03/31/18 USED AUTOMOTIVE OIL FILTERS SHALL BE REMOVED (DRUM CONTAINS APPROXIMATELY 200 USED OIL FILTERS)	250.00	Drum		
8	04/1/18 - 03/31/19 USED AUTOMOTIVE OIL FILTERS SHALL BE REMOVED (DRUM CONTAINS APPROXIMATELY 200 USED OIL FILTERS)	250.00	Drum		
9	04/1/19 - 03/31/20 USED AUTOMOTIVE OIL FILTERS SHALL BE REMOVED (DRUM CONTAINS APPROXIMATELY 200 USED OIL FILTERS)	250.00	Drum		
10	04/1/17 - 03/31/18 FROM THE TOWN OF NEW SHOREHAM SITE ONLY: UNCONTAMINATED USED OIL SHALL BE REMOVED	350.00	Gallon		
11	04/1/18 - 03/31/19 FROM THE TOWN OF NEW SHOREHAM SITE ONLY: UNCONTAMINATED USED OIL SHALL BE REMOVED	350.00	Gallon		
12	04/1/19 - 03/31/20 FROM THE TOWN OF NEW SHOREHAM SITE ONLY: UNCONTAMINATED USED OIL SHALL BE REMOVED	350.00	Gallon		

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



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Line	Description	Quantity	Unit	Unit Price	Total
13	04/1/17 - 03/31/18 FROM THE TOWN OF NEW SHOREHAM SITE ONLY: CONTAMINATED USED OIL SHALL BE REMOVED	12.00	Gallon		
14	04/1/18 - 03/31/19 FROM THE TOWN OF NEW SHOREHAM SITE ONLY: CONTAMINATED USED OIL SHALL BE REMOVED	12.00	Gallon		
15	04/1/19 - 03/31/20 FROM THE TOWN OF NEW SHOREHAM SITE ONLY: CONTAMINATED USED OIL SHALL BE REMOVED	12.00	Gallon		
16	04/1/17 - 03/31/18 FROM THE TOWN OF NEW SHOREHAM SITE ONLY: USED AUTOMOTIVE OIL FILTERS SHALL BE REMOVED (DRUM CONTAINS APPROXIMATELY 200 USED OIL FILTERS)	4.00	Drum		
17	04/1/18 - 03/31/19 FROM THE TOWN OF NEW SHOREHAM SITE ONLY: USED AUTOMOTIVE OIL FILTERS SHALL BE REMOVED (DRUM CONTAINS APPROXIMATELY 200 USED OIL FILTERS)	4.00	Drum		
18	04/1/19 - 03/31/20 FROM THE TOWN OF NEW SHOREHAM SITE ONLY: USED AUTOMOTIVE OIL FILTERS SHALL BE REMOVED (DRUM CONTAINS APPROXIMATELY 200 USED OIL FILTERS)	4.00	Drum		
19	04/1/17 - 03/31/18 FROM PRUDENCE ISLAND SITE ONLY: UNCONTAMINATED USED OIL SHALL BE REMOVED	350.00	Gallon		
20	04/1/18 - 03/31/19 FROM PRUDENCE ISLAND SITE ONLY: UNCONTAMINATED USED OIL SHALL BE REMOVED	350.00	Gallon		
21	04/1/19 - 03/31/20 FROM PRUDENCE ISLAND SITE ONLY: UNCONTAMINATED USED OIL SHALL BE REMOVED	350.00	Gallon		
22	04/1/17 - 03/31/18 FROM PRUDENCE ISLAND SITE ONLY: CONTAMINATED USED OIL SHALL BE REMOVED	12.00	Gallon		
23	04/1/18 - 03/31/19 FROM PRUDENCE ISLAND SITE ONLY: CONTAMINATED USED OIL SHALL BE REMOVED	12.00	Gallon		

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Line	Description	Quantity	Unit	Unit Price	Total
24	04/1/19 - 03/31/20 FROM PRUDENCE ISLAND SITE ONLY: CONTAMINATED USED OIL SHALL BE REMOVED	12.00	Gallon		
25	04/1/17 - 03/31/18 FROM PRUDENCE ISLAND SITE ONLY: USED AUTOMOTIVE OIL FILTERS SHALL BE REMOVED (DRUM CONTAINS APPROXIMATELY 200 USED OIL FILTERS)	4.00	Drum		
26	04/1/18 - 03/31/19 FROM PRUDENCE ISLAND SITE ONLY: USED AUTOMOTIVE OIL FILTERS SHALL BE REMOVED (DRUM CONTAINS APPROXIMATELY 200 USED OIL FILTERS)	4.00	Drum		
27	04/1/19 - 03/31/20 FROM PRUDENCE ISLAND SITE ONLY: USED AUTOMOTIVE OIL FILTERS SHALL BE REMOVED (DRUM CONTAINS APPROXIMATELY 200 USED OIL FILTERS)	4.00	Drum		

Delivery: _____

Terms of Payment: _____

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FAX: (401) 574-8387
TDD: (401) 574-8228
Website: www.purchasing.ri.gov

Bid Specifications

Solicitation # 7551414

MPA #495 Motor Oil / Oil Filter Recycling

Term of Contract:	04/1/2017 – 03/31/2018 with two (2) one-year options to renew at the sole discretion of the State.
Option Year 1:	04/01/2018 – 03/31/2019
Option Year 2:	04/01/2019 – 03/31/2020

The State of Rhode Island, Department of Environmental Management (DEM), Used Motor Oil and Used Oil Filter Collection and Recycling Program, is soliciting bids for used motor oil and used oil filter hauling and recycling, for the period from April 1, 2017 through March 31, 2020.

DEM estimates that this program will recover:

- A. Used Motor Oil - About 65,000+ gallons per year.
- B. Drums of Used Oil Filters - About 250+ drums per year.

For the purposes of this bid, the following items are defined:

- A. **Contaminated Used Oil** shall mean used motor oil from the general public deposited at collection container sites designated by the DEM containing materials not consistent with normal use. These may include but are not limited to heavy metals, paints, oils, solvents. Freshwater and saltwater will not be considered contaminated as part of this bid. The Vendor will not be expected to remove PCB-contaminated used oil at the Contaminated Waste Oil bid price. Hauling and disposal of PCB-contaminated used oil will be handled on a case-by-case basis through collaboration with the Division of Purchases, should it occur.
- B. **Drum** shall mean a UN1A2 (formerly specified as DOT 17H) 55-gallon open head steel drum or its equivalent.
- C. **Recycling** shall mean the reuse of recovered resources in manufacturing, agriculture, power production, or other processes.



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For the term of this bid contract, the **Vendor** must provide the following services described herein:

1. Manage and transport all used motor oil collected in accordance with the State of Rhode Island, Department of Environmental Management's Rules and Regulations for Hazardous Waste Management, Rule 15.00 - Used Oil Management Standards;
2. Submit invoicing with attached itemized pickup statistics by community to the DEM, on a monthly basis.
3. As part of the bid award process, an Agreement between the Department of Environmental Management (DEM) and the Vendor will be executed.
4. Removal of used oil from all State Agencies, Quasi-State Agencies, used motor oil collection containers at up to thirty-nine (39) municipal collection sites, as designated by the DEM.
5. Provide at least one UN1A2 55-gallon open head steel collection drum for used or spent oil filters, at up to thirty-nine (39) collection sites designated by DEM. The Vendor shall retain ownership of drums and shall maintain them in sound condition and good repair.
6. Removal of used oil filters from up to thirty-nine (39) collection sites designated by the DEM.
7. Transfer all used oil and used oil filter materials removed from these collection sites to a reprocessing/recycling facility that either recycles the oil into new lubricants or is blended as a fuel for energy recovery. All oil filters shall be sent to a facility that recovers and recycles steel and other materials from the filters, and/or reclaims energy from the filter substrate. Such facilities must possess the proper state and federal permits for this activity.
8. The Vendor shall also provide documentation of the name, address, telephone number, and contact person of recycling or treatment facilities to which materials will be sent or processed, and EPA identification numbers of all parties and activities relevant to this contact, to the DEM. The Vendor must notify DEM in writing of any changes in recycling or treatment facilities prior to utilizing them. This written notification shall include the same aforementioned documentation for the new



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facilities.

9. Empty each collection container as often as necessary to prevent overflow of said container(s).
10. Empty collection container(s) within a twenty-four (24) hour time period, during the business week, when notified either by phone or in any other manner that a given collection container(s) is full.
11. Provide and conduct a field test for chloride contamination of the used oil in each collection container, prior to removal of the material at the time of each pickup.
12. The Vendor shall collect a sample of the used oil at each pickup site prior to its removal from the collection container by the Vendor. The Vendor shall provide to the site of the used oil pick-up a split of this sample of the used oil from the collection container at the time of pickup. These samples shall be retained in an un-tampered condition in the custody of the Vendor and the collection site for a period of three (3) months. Analysis of these samples shall be conducted by the Vendor upon request by DEM.

DEM requests for sample analysis will be made in the event that specific contaminant type information has not been provided to DEM by the Vendor. Cost of sample analysis for the Vendor's samples shall be borne by the Vendor. The Vendor shall submit these samples to an approved laboratory and shall provide DEM with a certified carbon copy of the final laboratory report of such analysis. Should the Vendor wish to conduct any on-site field tests, the Vendor may do so at the Vendor's own expense.

Due to the fact that field screening tests can be triggered by the presence of chloride in saltwater, if a positive result for the presence of chloride occurs a sample must be collected and submitted to a laboratory for analysis to determine the origins of the chloride. If the analysis identifies the presence of PCBs that material may meet the definition of a hazardous waste and will need to be disposed of accordingly. The analysis shall be conducted at the vendor's expense.

The presence of water (fresh or salt) does not render the oil off specification as defined by the Rules and Regulations of Hazardous Waste Management, Sections 3 and 15.3(E) Table 2. Oil containing fresh and/or salt water will not be considered hazardous waste unless it is shown to exhibit a characteristic of hazardous waste or is



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known to have been mixed with a listed hazardous waste. Such oil may be processed to recover the product in accordance with all applicable regulations including Hazardous Waste Regulation 15.8. No additional processing fees may be charged to the collection site.

Should used oil be found, after being removed from a collection tank and placed in a vehicle of transport, to be contaminated with any chemical or compound that would cause said material to be classified as a hazardous waste outside of the classification for used oil as defined by the Rules and Regulations for Hazardous Waste Management of the DEM Office of Waste Management, then the source from which the contaminating material was picked up shall be liable for cost of proper disposal and cleanup of the material, the collection container, and the vehicles of transport.

If a number of sources have contributed to the material found to be contaminated and no one source is verified as the origin of said contamination, then all contributing sources shall share equally in the cost of such clean-up and disposal; provided all alleged contaminated material on the truck was collected from the DEM's program participants, and the Vendor can document the uncontaminated condition of the vehicle of transport prior to the pickup(s).

Further, the Vendor will be responsible for following the notification procedures for contaminated used oil as outlined in the Agreement.

If the oil is determined to be contaminated, then it may not be processed, reused, or recycled. It must be disposed of at a licensed facility with a bill of lading produced upon request or inspection.

- If oil is determined to be contaminated, reports must be sent to DEM specifically identifying the contaminants and the levels present in the sample tested.
- Proof of disposal is required for any oil which is appropriately deemed contaminated. This includes, but is not limited to, the information listed below in item #13.

13. Submit quarterly final disposition reports for all used oil and oil filters collected pursuant to this contract. This report must include, but is not limited to:
 - (a) name(s) of the recycling/fuel blending facility(ies) to which the materials were ultimately shipped;
 - (b) EPA Identification Number of the facility(ies);



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- (c) amount(s) shipped;
 - (d) date(s) of shipment(s);
 - (e) final method(s) of use, recycling, treatment, or disposal.
14. Used oil or materials collected under this program shall not be sent to landfill, road oiling, or other operations not specified or approved by DEM, or to operations not permitted by the United States Environmental Protection Agency.
15. The Vendor shall possess and maintain for the life of the contract:
- (a) a valid Environmental Protection Agency (EPA) identification number.
 - (b) a valid Rhode Island Hazardous Waste Transporter permit as issued by the DEM Office of Waste Management.
- Should the Vendor be found in violation of any state or federal rules, regulations, or laws; or should the Vendor be found in violation of any portion of the Agreement as long as it is in effect, then DEM, through the Office of Purchases, shall have the right to terminate the contract forthwith.
16. The vendor shall not sub-contract or re-assign any portion of this contract or the services that it provides, without the express prior written approval of the Office of Purchases and DEM.
17. The bid must include a per-gallon cost for removal of both uncontaminated used motor oil (used motor oil only), and for contaminated used motor oil (used motor oil containing materials not consistent with normal engine contaminants). These bid prices shall include all costs associated with the collection, transportation, and recycling/disposal of used motor oil, including sampling and testing, transportation/hauling, fees, and recycling/disposal of waste motor oil from community based collection sites, including the bid price for the Prudence Island and the Town of New Shoreham's collection sites.
18. The bid must include a per-drum cost for removal of used or spent oil filters. These bid prices shall include all costs associated with the collection, transportation, and recycling of used oil filters, including transportation/hauling, fees, and recycling/disposal of used or spent oil filters from community based collection sites, including the bid price for the Prudence Island and the Town of New Shoreham's collection sites.



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19. A list of communities that are participating in the program at this time is attached. Attachment of this list to these specifications does not guarantee in any way that the number of participating communities will not increase up to the maximum, or decrease, during the contract period.

20. The Prudence Island collection site will be limited to two collection visits per calendar year.



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USED OIL/USED OIL FILTER COLLECTION & RECYCLING PROGRAM

Current Participating Communities:

Used Oil & Used Oil Filters

- **Barrington** - Public Works, 84 Upland Way
- **Bristol** - Landfill, Minturn Road
- **Burrillville** - Public Works, 65 Union Avenue, Harrisville
- **Central Falls** - Public Works Garage, 53 River Street
- **Charlestown** - Collection Center, Sand Hill Road
- **Coventry** - Public Works, 1670 Flat River Road
- **Cranston** - Public Works, 929 Phenix Avenue
- **Cumberland** - Public Works, Kent St. Garage, Blackstone Street
- **East Greenwich** - Transfer Station, Crompton Avenue.
- **East Providence** - Public Works Garage, 60 Commercial Way.
- **Exeter** - Transfer Station, Route 102, Ten Rod Road.
- **Foster** - Highway Garage, Foster Center Road
- **Glocester** - Two sites: Transfer Station, 121 Chestnut Hill Road and the Highway Garage, 85 Chestnut Hill Road.
- **Jamestown** - Transfer Station, 1218 North Main Road
- **Johnston** - State Central Landfill, 65 Shun Pike, Johnston
- **Lincoln** - Public Works Garage, Old River Road
- **Little Compton** - Transfer Station, Colebrook Road
- **Middletown** - Transfer Station, Burma Rd
- **New Shoreham** - Transfer Station, West Beach Rd
- **Newport** - Public Works, 70 Halsey Street
- **North Kingstown** - Transfer Station, 601 Devils Foot Road
- **North Providence** - Public Works, 2 Mafalda Street
- **North Smithfield** - Public Works, 281 Quaker Highway
- **Pawtucket** - Transfer Station, Grotto Street
- **Portsmouth** - Transfer Station, Hedley Street
- **Providence** - Public Works Garage, 22 Ernest Street
- **Richmond** - Transfer Station, 51 Buttonwoods Road
- **Scituate** - Public Works, Trimtown Road
- **Smithfield** - Public Works, 3 Spragueville Road
- **South Kingstown/Narragansett** - Transfer Station, 163 Rose Hill Road, Peacedale
- **Tiverton** - Public Works, 50 Industrial Way
- **Warren** - Public Works Highway Garage, Birch Swamp Road
- **Warwick** - Public Works, 925 Sandy Lane
- **West Greenwich** - Transfer Station, Bates Trail
- **West Warwick** - Public Works, 10 Junior Street
- **Westerly/Hopkinton** - Transfer Station, Westerly-Bradford Road

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.

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

HAZARDOUS MATERIAL

HAZARDOUS MATERIAL SAFETY DATA SHEET IS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AFTER THEIR RECEIPT OF THE PURCHASE ORDER AND BEFORE OR WITH THE FIRST DELIVERY. THIS SHEET WILL BE KEPT ON FILE AS A REFERENCE FOR FUTURE DELIVERIES MADE UNDER THIS CONTRACT. THIS SHEET IS MANDATED BY RI STATE LAW CHAPTER 28-21 HAZARDOUS SUBSTANCE RIGHT-TO-KNOW ACT. FAILURE TO COMPLY WITH THIS REQUEST WILL RESULT IN LOSS OF CONTRACT.

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

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.

Mailing Address for Bid Proposals issued by the State of Rhode Island, Division of Purchases:

All Bid Proposals must be submitted to the following address:

State of Rhode Island
Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908

PPD - PROMPT PAYMENT DISCOUNT CLAUSE

NOTE: All vendors responding to the within solicitation must complete the attached prompt payment discount "PPD" form as part of this master price agreement solicitation.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a

breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

RIVIP INFO - ADDITIONAL BID SUBMISSION REQS - 1

This offer may not be considered unless 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. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

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.

PPD - PROMPT PAYMENT DISCOUNT CLAUSE

NOTE: All vendors responding to the within solicitation must complete the attached prompt payment discount "PPD" form as part of this master price agreement solicitation.