

Request for Quote

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

BUYER: Cowell Jr, John A
 PHONE #: 401-574-8114

CREATION DATE : 18-MAR-15
 BID NUMBER: 7549425
 TITLE: PAINT AND PAINT SUPPLIES - MPA #349
 BLANKET START : 01-APR-15
 BLANKET END : 31-MAR-18
 BID CLOSING DATE AND TIME:08-APR-2015 11:30:00

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 MASTER PRICE AGREEMENT
 SEE BELOW
 RELEASE AGAINST, RI MPA
 US

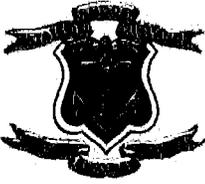
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Requisition Number:
 Note to Bidders: WITH TWO (2) ONE (1) YEAR RENEWAL OPTION AT THE SOLE DISCRETION OF THE STATE

SCHEDULE A & B TO BE COMPLETED BY VENDOR

Line	Description	Quantity	Unit	Unit Price	Total
1	MPA-349 - 4/1/15 - 3/31/18 - ACRYLIC ENAMEL, SEMI-GLOSS	1.00	Gallon		
2	MPA-349 - 4/1/15 - 3/31/18 - TRAFFIC PAINT, FAST DRY - BLUE (5 GALLON CONTAINERS)	1.00	Gallon		
3	MPA-364 - 4/1/15 - 3/31/18 - TRAFFIC PAINT, FAST DRY - WHITE (5 GALLON CONTAINERS)	1.00	Gallon		
4	MPA-349 - 4/1/15 - 3/31/18 - TRAFFIC PAINT, FAST DRY - YELLOW (5 GALLON CONTAINERS)	1.00	Gallon		
5	MPA-349 - 4/1/15 - 3/31/18 - LATEX, FLOOR N DECK	1.00	Gallon		
6	MPA-349 - 4/1/15 - 3/31/18 - LATEX, BASE	1.00	Gallon		
7	MPA-349 - 4/1/15 - 3/31/18 - LATEX, FLAT WALL	1.00	Gallon		
8	MPA-349 - 4/1/15 - 3/31/18 - LATEX, PRIMER	1.00	Gallon		
9	MPA-349 - 4/1/15 - 3/31/18 - LATEX, SEMIGLOSS ENAMEL	1.00	Gallon		
10	MPA-349 - 4/1/15 - 3/31/18 - DUNES TAN	1.00	Gallon		
11	MPA-349 - 4/1/15 - 3/31/18 - ACRYLIC GLOSS, DTM	1.00	Gallon		
12	MPA-349 - 4/1/15 - 3/31/18 - ACRYLIC GLOSS, DTM ACCENT	1.00	Gallon		
13	MPA-349 - 4/1/15 - 3/31/18 - ACRYLIC GLOSS, DTM DEEP BASE	1.00	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
14	MPA-349 - 4/1/15 - 3/31/18 - PROMAR 200 EGG SHELL	1.00	Gallon		
15	MPA-349 - 4/1/15 - 3/31/18 - LAQUER THINNER	1.00	Gallon		
16	MPA-349 - 4/1/15 - 3/31/18 - PAINT THINNER	1.00	Gallon		
17	MPA-349 - 4/1/15 - 3/31/18 - JOINT COMPOUND	1.00	Gallon		
18	MPA-349 - 4/1/15 - 3/31/18 - KNIT FABRIC ROLLER PRO 1/2"	1.00	Each		
19	MPA-349 - 4/1/15 - 3/31/18 - KNIT FABRIC ROLLER PRO 3/4"	1.00	Each		
20	MPA-349 - 4/1/15 - 3/31/18 - HIGHWAY STRIPING PAINT, WHITE	1.00	Each		
21	MPA-349 - 4/1/15 - 3/31/18 - HIGHWAY STRIPING PAINT, YELLOW	1.00	Each		
22	MPA-349 - 4/1/15 - 3/31/18 - FIELD MARKING PAINT, BRIGHT WHITE - PREMIX	1.00	Gallon		
23	MPA-349 - 4/1/15 - 3/31/18 - FIELD MARKING PAINT, COLORED - PREMIX	1.00	Gallon		
24	MPA-349 - 4/1/15 - 3/31/18 - FIELD MARKING PAINT, BRIGHT WHITE - PREMIX	1.00	Can		

Delivery: _____

Terms of Payment: _____

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MPA # 349
PAINT AND PAINT SUPPLIES
RFQ # 7549425

This solicitation is for **Contractor Quality Grade** paints or **better**.

The Master Painter's Institute standards will be used for comparison of comparable products. The MPI Approved Products List is updated twice a year. The last update was posted as of March 1, 2015.

All vendors wishing to be included within this award must have the ability to supply a full line of "Green" certified paints for those locations requesting that type of product.

Hazardous Materials: *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 R.I. State Law Chapter 28-21 Hazardous Substance Right-To-Know Act. Failure to comply with this request will result in loss of contract.

Color Charts and Tinting: *Vendors shall supply color charts, tint formula chart, and architectural coating book or product manual. Vendor must also supply and set up tint machine or re-adjust tint machine owned by state agencies for length of contract at no additional cost.*

All vendors submitting a reply to this solicitation should have the ability to provide products offered through the Wooster Brush Company's Accessories Catalog for standardization of our painting supply requirements.

Please include along with your bid submission copies of the catalogs from which the requesting agencies will be allowed to order the **Non-Core items** as listed within **Schedule B**.

Line Item Pricing: All vendors, currently charging a "Paint Recovery Fee" when invoicing, should include that price within the line item quote when submitting your bids. This will expedite the billing and payment process.

MPA # 349
 PAINT AND PAINT SUPPLIES
 RFQ # 7549425

Schedule A - Discounts, Rebates & Incentives

Payment Terms Discount

Payment Terms	Discount %
Invoices Paid in 20 Days	
Invoices Paid in 15 Days	
Invoices Paid in 10 Days	

Ordering

Electronic Ordering	Discount %
Additional Discount Percentage for Electronic Ordering	

Volume Rebate

Annual Spending	Discount %
> \$250,000.	
> \$350,000.	
> \$500,000.	
> \$750,000.	
> \$1,000,000.	

Schedule B: Paint & Paint Supplies - Non-Core List

Latest Catalog(s) Name & Number	Percent Discount off List Price
COVERING ALL PAINT & PAINT SUPPLIES	

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....XII
 BID STANDARD TERMS AND CONDITIONSXII
 TERMS AND CONDITIONS FOR THIS BIDXII
 MULTI YEAR AWARDXII
 MPA BID AWARD (STATEWIDE APPLICABILITY)XII
 PURCHASE AGREEMENT BIDXII
 AWARDXII
 QUARTERLY REPORTSXII
 HAZARDOUS MATERIALXIII
 DELIVERY PER AGENCYXIII
 TERMS AND CONDITIONS OF PRICING AGREEMENTXIII

Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

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.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

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

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.

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.

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.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

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.