



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

Solicitation Information
3/8/2019

RFQ# 7598606

TITLE: FRESH BREAD, BAGELS, AND ROLLS - MPA 77

BLANKET REQUIREMENT: 6/1/2019 – 5/31/2020

Submission Deadline: 4/9/2019 @ 11:00 AM

PRE-BID/ PROPOSAL CONFERENCE: NO
MANDATORY or NON-MANDATORY: Non-Mandatory (However STRONGLY ENCOURAGED)
DATE and TIME:
LOCATION: Division of Purchases, 1 Capitol Hill, 2nd Floor, Bid Room, Providence, RI 02908

Questions concerning this solicitation must be received by the Division of Purchases at Cheryl.McGurn@purchasing.ri.gov no later than 3/29/2019 @ 3:00 PM
Questions should be submitted in a Microsoft Word attachment. Please reference **RFQ# 7598606** on all correspondence. Questions received, if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

REVERSE AUCTION
DATE and TIME: : 4/30/2019 @ 11:00 AM (EST)
LOCATION: Online at EASiBuy, LLC's website

SURETY REQUIRED: NO
BOND REQUIRED: NO

Cheryl McGurn, Buyer II

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

Note to Applicants:

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

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM



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SECTION 1: Bid Specifications and Notifications

The Rhode Island Department of Administration/Division of Purchases, is soliciting proposals from qualified bidders to provide pricing for fresh bread, bagels and rolls in accordance with the terms of State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases website at: <http://www.purchasing.ri.gov>

1. In order to be considered on total low basis per group, potential bidders must bid on all items within each group to be considered.
2. The state reserves the right to award on an overall total low basis or a total low basis per grouping for quotes meeting all minimum requirements of the line items and required documents as outlined in this bid specification. The state also reserves the right to award to a single bidder or multiple bidders.
3. None of the items are low fat except for items 8 & 9 on the quote spreadsheet.
4. Purchase Quantities per **UOM** are estimated.
5. Delivery:
 - a. Monday, Tuesday, Wednesday, Thursday, Friday as requested by Agency. Delivery by 6:00 AM. Saturday delivery to the ACI may be required for some products.
 - b. Deliveries are to be invoiced on a monthly basis.
 - c. Successful bidders must accept orders 1 day prior to delivery.
 - d. All empty bread racks must be removed on day of delivery.
 - e. CDC Delivery point: Central Distribution Center, 25 Power Road, Cranston, RI 02920
 - f. Direct delivery to the ACI may be required for some products.
 - g. Products ordered by Veteran's Home must be delivered to the Veteran's Home.



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- h. Delivery scheduling and questions shall be directed to the following:
 - i. Dept. of Corrections: Food Service Supervisor, (401) 462- 1107 or (401) 462-2011
 - ii. E. Slater Hospital, Food Service Administrator (401) 462- 1614 (x2835 and x2900)
 - iii. Zambarano Hospital: Senior Cook (401) 567-5473 - David Ducharme.
 - iv. Training School: Food Service Administrator Pam Mackintosh (401) 462-7321
 - v. Veteran's Home: Anna Volaro (401) 342-7095
 - vi. Other Sites TBD
- 6. Provide all information requested in the Bid Specifications and Quote Spreadsheet, failure to do so may result in the disqualification of the bid. All blank lines must be completed even if bidding to specifications.
- 7. Products bid must meet minimum specifications and weight ranges as specified on the quote spreadsheet.
- 8. Do not include the end (crust) pieces in count where usable slice per loaf is requested on the quote spreadsheet.
- 9. Successful bidders must accept orders 1 day prior to delivery.
- 10. All packages of products on this bid must be date stamped with the date baked and sell-by date on the wrapper. No stickers allowed.
- 11. All products must be accurately labeled.
- 12. All products must be fresh. No previously frozen products will be accepted with the exception of #22 for Pan Baked Dinner Rolls-Frozen-White on the quote spreadsheet.
- 13. Items specified with "Whole Wheat" can be either be whole wheat or whole grain on the quote spreadsheet.



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14. Samples may be required of items the CDC or any State entity wishes to test. Samples are to be clearly marked with company name and bid item numbers.
15. The successful bidder may be subject to inspection by the Rhode Island Health Department and Environmental Health coordinators during the course of the contract. This clause includes any subcontractor enlisted to provide services on behalf of this contract.
16. Fees: This solicitation has the following bidder fees:
 - a. EASiBuy Bidder Fees per attached “EASiBuy Bidder Agreement T’s & C’s”.
17. All prices provided are based off NET 30-day terms.

SECTION 2: Instructions to Bidders and Submission

1. All bidders responding to the within solicitation must complete and submit “Quote Spreadsheet” electronically and in paper copy as part of this Master Price Agreement “MPA” solicitation as per the instruction below.
2. The Microsoft excel spreadsheet for bidder submission of ability to meet line item requirements for this MPA is stored online as a zip file under the respective solicitation opportunity number. The zip file is located in the “Solicitation documents” area of the respective solicitation and is stored in a folder labeled "Associated Files".
3. Initially **NO PRICING** is to be included however, bidder must complete the quote spreadsheet with confirmation of the items the bidder’s organization intends to provide and with the product minimum or greater specified. Bids shall initially be evaluated based on required documentation provided and ability for the bidder to meet the State minimum line item requirements. Pricing shall be submitted during the reverse auction process.
4. Bidders are instructed to complete the spreadsheet electronically; to enter bidder name, confirmation of items bidder shall provide and bid on only, and, to print the electronically completed spreadsheet. (i.e. Do not manually enter confirmation onto a printed fill in the blank copy of the spreadsheet.) Do not alter any of the formatting.
5. Appendix A is a submission checklist for reference. This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Bid Specifications as outlined above nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Bid Specifications and to comply with all requirements of the Solicitation.



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6. Appendix B is the EASiBuy, LLC (“EASi”) Supplier Agreement Terms and Conditions. Bidders are required to submit a printed, hard (paper) copy with signature in order to participate in this solicitation.

7. The Bidder shall submit the following required documentation as part of the bid proposal:

- a. A nutritional label of each item bid upon. The label must also identify if the item is being produced at the bidder’s facility or a subcontractor’s facility (if applicable).
- b. Copy of most recent inspection report issued by the local health department(s) or by the Rhode Island Department of Health must accompany all bids. Bids may be disqualified based on negative inspection reports. Failure to submit the most recent report shall result in disqualification.
- c. Copy of current Food License issued by the Rhode Island Department of Health.
- d. List names of personnel who are registered as certified managers in food safety with current certification number.
- e. If the Bidder is using subcontractor on behalf of this contract, the Bidder must provide the following for each subcontractor enlisted:
 - i. List name and address of subcontractor
 - ii. Copy of current Food License issued by the Rhode Island Department of Health.
 - iii. List of the subcontractor’s personnel who are registered as certified food managers by the Rhode Island Department of Health with current certification number(s).
 - iv. Subcontractor’s most recent inspection report issued by the local health department(s) or by the Rhode Island Department of Health. Bids may be disqualified based on negative inspection reports. Failure to submit the most recent report shall result in disqualification.

The State reserves the right to deem a Bidder non-responsive if any of the required documentation received does not satisfactorily meet the requirements.

8. Bidders are instructed to submit the following in their bid package:

- a. A printed, hard (paper) copy of the RIVIP Bidder Certification Form.



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- b. A compact disc - recordable (CDR) with the electronically completed quote spreadsheet saved to it in the Microsoft excel format. No USB drives accepted.
- c. A printed, hard (paper) copy, of the electronically completed quote spreadsheet, signed.
- d. Printed, hard (paper) copies of the required documentation as outlined above in Section 2.8.
- e. A printed, hard (paper) copy of Appendix A.



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SECTION 3. Reverse Auction Overview for Potential Bidders

1. Reverse Auction Pricing Event: The State in conjunction with EASiBuy, LLC will conduct a Reverse Auction to determine final pricing of submitted products. This will be an Online Reverse Auction. The auction is scheduled on April 30, 2019 @ 11:00 AM (EST). All procedural information is contained and included as part of solicitation 7598606.
2. Reverse Auctions allow government and other commercial businesses to obtain pricing information from bidders on a web-based online platform where multiple bidders can submit descending pricing, multiple times within a proscribed time-period. Quite simply, if you have an internet connection then you can participate in a Reverse Auction.
3. During the RFP / Bid process the only change is that the bidder does not submit pricing along with their response. The pricing for fixed line and/or markup items will be submitted at a later date by the bidder on the Reverse Auction Platform.
4. The State of Rhode Island Department of Administration/Division of Purchases will review the documents you submit and will notify EASiBuy, LLC (EASi) as to which bidders will be permitted to participate in the Reverse Auction and will provide us with bidders contact names and information.
5. EASi will reach out to each bidder to schedule an in-depth 20-30-minute training session with the bidder representative who will be submitting pricing on the day of the Reverse Auction. This training session will typically take place 1 or 2 days in advance of the Reverse Auction date and allows bidders to familiarize themselves with the platform and to ask questions.
6. The afternoon/evening prior to the Reverse Auction event date EASi will send an email to each bidder notifying them that they can now submit their placeholder bids. These are your initial bids and are required to be submitted prior to the start of the bidding event in order to properly reflect your initial bid rankings.
7. The bidder interface will be configured such that one bidder will not know the identity, or pricing, of competing bidders until the event is complete.
8. During the auction the bidder may submit multiple prices and/or markups depending on the line item. The final price and/or markup entered will be your final offer. The event will begin with a pre-determined amount of time, with extension periods built in to allow bidders to continue entering prices until they are at a desired ranking/price point.
9. Upon completion of the auction all bidder pricing is transmitted to the State of Rhode Island Department of Administration/Division of Purchases. They will utilize their existing award process to complete the procurement.



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Appendix A

Submission Checklist

This checklist is provided to only assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of this solicitation nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review and to comply with all requirements of the solicitation.

Paper Copies

- Copy of Nutritional label of each item. (section 2.8.a, page 5)
- Copy of most recent most recent inspection report issued by the local health department(s) or by the Rhode Island Department of Health. (section 2.8.b., page 5)
- Copy of current Food License issued by the Rhode Island Department of Health. (section 2.8.c., page 5)
- List names of personnel who are registered as certified managers in food safety with current certification number. (section 2.8.d., page 5)
- If the Bidder is using subcontractor on behalf of this contract, the Bidder must provide the following for each subcontractor enlisted (section 2.8.e., page 6):
 - List name and address of subcontractor
 - Copy of current Food License issued by the Rhode Island Department of Health.
 - List of the subcontractor's personnel who are registered as certified food managers by the Rhode Island Department of Health with current certification number(s).
 - Subcontractor's most recent inspection report issued by the local health department(s) or by the Rhode Island Department of Health.
- Copy of the RIVIP Bidder Certification Form (Page 5 referenced)
- A printed, hard (paper) copy, of the electronically completed quote spreadsheet, signed. (Page 6 referenced)
- A printed, hard (paper) copy of Appendix A (Page 6 referenced)



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Electronic Copy on a compact disc-recordable (CD-R)

- An electronically completed quote spreadsheet saved to the CD-R in the Microsoft excel format. No USB drives accepted. (Page 6 referenced)

Solicitation

1. Health Certifications –

- a. Food Processor or Distributor License - Vendor shall have or acquire the appropriate Food Processor or Distributor License issued by the Rhode Island Department of Health. Additional information can be found at <http://health.ri.gov/licenses/detail.php?id=254> or call 401-222-2749. A copy of the vendor's Food Processor or Distributor License must be provided, or attestation that the proper license shall be acquired if an award is received with proposal submission.
- b. Health Department Inspection Report - The most recent health department inspection report of the Vendor by the Rhode Island Department of Health. If the vendor's facility is out-of-state, the vendor shall have their state's equivalent version of the Rhode Island Department of Health's inspection report. A copy of the most recent inspection report must be provided with proposal submission to be reviewed by the Center for Food Protection.
- c. Inspection(s) requirement - The awarded vendors may be subject to inspection by the Rhode Island Health Department and Environmental Health coordinators during the course of the contract. The Vendor is expected to cooperate with the inspectors and the related process. Any unsatisfactory finding(s) that has potential corrective action are expected to be addressed by the vendor within the timeframes the inspectors set in order to maintain the award. If an unsatisfactory finding cannot be resolved or results in an imminent health hazard in nature where an individual's well-being is in jeopardy, the award may be subject to immediate termination.
- d. Subcontractor Requirements - If applicable, the Prime Vendor is to supply a list names and addresses of subcontractor(s) they intend to use to support the potential contract with the State. The State requires that the Prime Vendor supply copies of the health inspections for each of their subcontractor(s) as defined in 1.a., 1.b. and 1.c. Subcontractors may also be subject to inspections as defined in 1.d.
- e. Additional Requirements –
 - For seafood, a HACCP Plan is required (Hazard Analysis and Critical Control Point)
 - Juices and/or cider must be pasteurized.
 - For ground beef, a test for fat content must be provided with each shipment.

Tentative Award

- 13) Rhode Island Department of Health Application for Food Business (attached). Submit the application per the instructions on the application to the Center for Food Protection, 3 Capitol Hill, Room 203, Providence, RI 02908. For further information, please contact the Department of Health, Center for Food Protection at (401) 222-2749 and see R.I. Gen Laws §21-27-1 and 21-27-10. The resulting license/permit from the Rhode Island Department of Health, Center for Food Protection shall be the required final document to complete the tentative award process.



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Appendix B

EASIBUY LLC (“EASI”) SUPPLIER AGREEMENT TERMS AND CONDITIONS

EASIBUY LLC (“EASI”)
SUPPLIER AGREEMENT TERMS AND CONDITIONS

EASiBuy LLC (“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 EASiBuy LLC (“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 the EASiBuy 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

EASIBUY LLC (“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 as specified in Exhibit B – Transaction Fee Schedule 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, credit card account payment information, or invoice billing details (“Preferred Transaction Fee Payment Method”) to EASi. Awarded Suppliers paying via credit card will be charged an additional credit card processing fee of 3% of the Transaction Fee. 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 tenth (10) day

EASIBUY LLC (“EASI”)
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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, multiplied by the Transaction Fee percentage. The Transaction Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth (15) day 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

**EASIBUY LLC (“EASI”)
SUPPLIER AGREEMENT TERMS AND CONDITIONS**

Content or reproduce, display, publicly perform, distribute, or otherwise use the 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 Exhibit A and Exhibit B:

Company Name _____

Name _____

Title _____

Signature _____

Date _____

EASIBUY LLC (“EASI”)
SUPPLIER AGREEMENT TERMS AND CONDITIONS

- I understand the bid configuration parameters as they are displayed in the section above, entitled, “Online Electronic Bid Event Configuration.”
- I acknowledge that I have received and fully understand the training and I am capable of bidding in the online event. If someone else is designated by me to bid in this event, I take responsibility for that bidder’s capabilities, will notify EASiBuy LLC (“EASI”), and I acknowledge that this Agreement will apply to the designated bidder.
- I understand that I should not attempt to troubleshoot any [technical problems](#) on my own, especially problems I am experiencing in the bid event and that I should call EASi IMMEDIATELY at 855-405-2253.
- I understand that if I encounter any [difficulties in placing a bid](#) that I am to contact EASi via phone immediately and that, if necessary, EASi will assist me in placing a bid. I understand that adequate time must be provided to EASi to assist me and agree that EASi is not liable if I am unable to place a bid for any reason before the online bid closes.
- I understand that the [official bid clock](#) is maintained by EASi’s server and due to Internet connection speeds the bid clock on my computer may vary. For this reason, it is important that I submit my bid with ample time remaining in the bid event to prevent late bids from being rejected due to the lag in connection speeds and clock times. Ultimately, EASi’s server is the bid clock and by following instructions in this document, I will minimize the possibility that my intended bid will not be accepted.
- I understand that in some cases, an electronic bid [might be re-opened](#) if technical issues prevented a bidder or bidders from placing bids and those issues were brought to EASi’s attention immediately. I acknowledge that a re-opening decision will be at the discretion of EASi and the Buyer. Due to the possibility of a re-opening, I understand that I should remain logged on and attentive to the EASi Auctions site until a broadcast message announces the bid has officially closed.
- I understand that EASi is under [no obligation to re-open](#) a bid for a bidder to place a bid for any reason, particularly if a bidder does not contact EASi immediately after attempting to place a rejected bid.
- I understand that the Buyer has the [right to reject any and all bids](#) and that possessing the low bid does not necessarily guarantee that the low bidder will be awarded.
- I understand that I should review all [Bid Package](#) files/documents uploaded to the Bid Manager Event or provided by the Bid Manager
- I understand that if I do not place a [test bid](#) in the training electronic bid (using the same machine I will use for the live auction), EASi will not provide assistance, including placing bids on my behalf (proxy bidding) should I experience technical problems before or during the auction.
- I understand that EASi recommends I make the following [precautions](#) to avoid any technical issues during the Electronic Bid Event:
 - I should arrange for another computer to act as a [backup](#) in case something happens to my computer during the auction. I should log into <http://ra.eauctionservices.com/> prior to the live auction and place test bids in the training auction using this backup computer to make sure it will function properly in case it needs to be used as a back up during the bid event.
 - I should make sure no [other programs](#) are running during the auction to prevent my computer from running slowly and not getting my bid submitted in time.
- I understand that [important changes](#) to the configuration of the Electronic Bid Event or terms of the bid may be made after this communication is sent and that I must review all Bid Manager messages, emails, calls, and bid notices on site broadcast messages sent from EASi and the Buyer carefully and diligently.

EASIBUY LLC (“EASI”)
SUPPLIER AGREEMENT TERMS AND CONDITIONS

Exhibit B – Transaction Fee Schedule
Description of Transaction Fee

VPO (vendor pay option) – The Buyer in this procurement has opted to use a VPO fee structure. Under this model, the awarded supplier agrees to pay EASiBuy LLC (“EASi”) a Transaction Fee, for the term of the contract (including renewals, extensions, interim purchases, or subsequent contract resulting from this bidding event), calculated based on a rate established by Buyer’s actual accumulated spend against the contract.

Awarded Supplier Transaction Fee – The awarded supplier will be responsible to pay this Transaction Fee (“Transaction Fee”) to EASi for all payments awarded supplier receives from Buyer, any of Buyer’s political subdivisions, or any other entity (the “Buying Agent”) resulting from this bidding event or subsequent contract.

Invoice Date – EASi will invoice Awarded Supplier following receipt of the Report or on the fifteenth (15) day of the month, whichever comes first.

Payment Due Date – Awarded supplier must remit the Transaction Fee within fifteen (15) calendar days of the Invoice Date.

Per bid – The terms of this Transaction Fee are associated with this specific procurement, and any subsequent contract. If you participate in other procurements with EASi, the terms may be different.

Per term – The terms of this Transaction Fee renew with each subsequent contract term. Any restrictions, stipulations, or fee caps are limited to a specific contract term. When a contract renews for another term or is extended, these restrictions, stipulations, and / or fee caps reset.

Per entity – Transaction Fees for each eligible Buying Agent utilizing the agreement will be established individually, subject to the applicable threshold rate, based on actual accumulated spend against the contract by that Buying Agent.

Tiered Pricing – As illustrated in the Rate Table, below, the transaction fee is adjusted throughout the term of the agreement after reaching distinct thresholds of accumulated spend against the contract.

Conflict of Terms – In the event that there is any conflict or inconsistency between the terms of the Exhibit B Transaction Fee Schedule, the Supplier Agreement Terms and Conditions, or the terms of the Exhibit A – Rules for Participation, the terms of this Exhibit B – Transaction Fee Schedule shall control and govern the rights and obligations of the Parties.

Rate Table

To determine the Transaction Fee, the transaction amount is multiplied by the applicable threshold rate. The rate is reduced as accumulated spend thresholds are met.

Threshold Rate	Min. Accumulated Spend	Max. Accumulated Spend
3%	\$0	\$1,499,999
2%	\$1,500,00	\$3,999,999
1%	\$4,000,000	-

Example

Based on the Rate Table, the first \$1,500,000 of total contract spend would be charged a 3% transaction fee (\$0 - \$1,499,999). The next \$2,499,999 spend against the contract would be priced at a 2% rate (\$1,500,000 - \$3,999,999). All additional spend against the contract beyond \$4,000,000 would be priced at a 1% rate (\$4,000,001 and greater).

Below, please see a hypothetical scenario based on awarded supplier reports following sales for a 12-month contract term beginning January 1, 2017:

Period	2017 Jan	2017 Feb	2017 Mar	2017 Apr
Reported Sales	\$725,000	\$815,000	\$685,000	\$830,000
Running Total	\$725,000	\$1,540,000	\$2,225,000	\$3,055,000
Rate	3%	3% up to \$1.5M 2% on \$40k	2%	2%
Transaction Fee Due	\$21,750	\$24050	\$13,700	\$16,600

Contract Terms and Conditions

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RIVIP INFO - BID SUBMISSION REQUIREMENTS

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. 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.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND,
DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

NON-COMPLIANCE - SPECIFICATION

THE PRODUCT(S) PROVIDED BY VENDORS WILL BE SUBJECT TO RANDOM TESTING. IF THE PRODUCT DOES NOT MEET SPECIFICATION, THE VENDOR WILL BE RESPONSIBLE FOR ADMINISTRATIVE COSTS, LAB TESTING AND PERSONNEL COSTS. NON-COMPLIANCE OF THE PRODUCT TO THE BID SPECIFICATION WILL RESULT IN THE REVOCATION OF THE CONTRACT/PURCHASE ORDER.

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.

FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END

AWARDS EXTENDING BEYOND JUNE 30TH 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.

RIVIP INFO - BID SUBMISSION REQUIREMENTS

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. 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.

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- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

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 ordered 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.

NON-COMPLIANCE - SPECIFICATION

THE PRODUCT(S) PROVIDED BY VENDORS WILL BE SUBJECT TO RANDOM TESTING. IF THE PRODUCT DOES NOT MEET SPECIFICATION, THE VENDOR WILL BE RESPONSIBLE FOR ADMINISTRATIVE COSTS, LAB TESTING AND PERSONNEL COSTS. NON-COMPLIANCE OF THE PRODUCT TO THE BID SPECIFICATION WILL RESULT IN THE REVOCATION OF THE CONTRACT/PURCHASE ORDER.

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).