



Request for Quote

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

CREATION DATE : 11-JUN-20
BID NUMBER: 7606789
TITLE: ICE MELT PRODUCTS - MPA 460

BLANKET START : 01-OCT-20
BLANKET END : 30-SEP-21
BID CLOSING DATE AND TIME: 08-JUL-2020 10:00:00

BUYER: Mosca, Gary
PHONE #: 401-574-8124

**B
I
L
L

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

**S
H
I
P

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

Requisition Number:

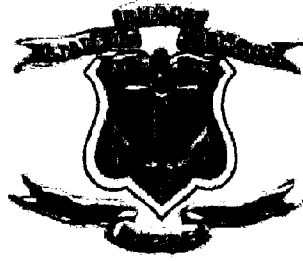
Note to Bidders: QUESTIONS about this solicitation must be emailed and received by the Division of Purchases at doa.purquestions3@purchasing.ri.gov no later than June 23, 2020, 5:00 PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at www.ridop.ri.gov as an addendum to this solicitation

Line	Description	Quantity	Unit	Unit Price	Total
1	ICE MELT PRODUCTS - MPA 460, PER ATTACHED SPECIFICATIONS. VENDORS ARE TO SUBMIT PRICING ON ATTACHED SHEET "APPENDIX A".	1.00	Each		

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer



State of Rhode Island
Detailed Specifications and Special Conditions
MAP - #460 Ice Melt Products
RFQ 7606789

Introduction:

The State of Rhode Island (the "State"), by and through its Division of Purchases (the "Division") on behalf of all State agencies ("User Agencies"), is seeking to retain one or more vendors to participate in bidding on Master Price Agreement (MPA) 460, Ice Melt Products, in accordance with the terms of this request for quote ("RFQ") and the Division's General Conditions of Purchase, which may be obtained at www.ridop.ri.gov

Vendors may be utilized by any State agency. In addition, vendors may be utilized by quasi-public agencies, Rhode Island municipalities, and the Legislative and Judicial branches of State government at their own discretion. Placement of vendors on MPA 460 is no guarantee of future business. All ordering and billing shall be between the vendor and the user agency. Services/Goods are sought on an "as-needed" basis.

Contract Term:

If awarded, the term of the contract shall commence on or about **October 1, 2020** and expire **September 30, 2021 with one (1), one year renewal options at the sole discretion of the State**, unless terminated, cancelled, by the Division. Each contract will automatically renew unless notice is given to the vendor that the contract is not renewed.

Pricing:

Prices quoted must remain firm and fixed for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall include delivery coast and charges.

If price adjustments are requested for the renewal option year pursuant to the terms of the contract, the vendor must notify the Division of Purchases ("Division") ninety (90) days prior to the current terms expiration date. The Division may, in its sole discretion, approve or disapprove the requested adjustment. Any approved adjustment (increase) shall be final and remain unchanged throughout the remaining contract term.

Scope:

It is the Intention of these specifications that the vendor hereunder shall furnish ice melt products covered by this contract. The State reserves the right to order supplies that may be required during said period, and it also reserves the right not to order supplies bid upon by the vendor, if it is found that such supplies are not required by the State during the period covered by this contract.

Samples:

The successful bidder(s) may be required to furnish samples for evaluation prior to award. Bidder shall be able to deliver samples to the desired location of the State and provide test certification report that the proposed product meets the performance ratings. Samples furnished must conform exactly to the specifications herein unless otherwise specified by the buyer. Samples furnished with deviations must be clearly marked. When required, samples shall be furnished within seven (7) calendar days upon request. Samples not provided may result in rejection of bid.

The successful bidder(s) samples may be retained pending delivery, for comparison with products delivered under the contract.

Samples will not be returned unless the vendor indicates the requirement to do so at the time sample is furnished, and then only at the vendor's expenses. Failure to arrange for pickup of released samples within thirty (30) calendar days will result in disposal of the samples.

Deliverables:

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

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

Palletized delivery is required for pallet quantities or greater. The State will make best effort to purchase product in full pallet quantities. However, the State reserves the right to purchase less than full pallet quantities.

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

Note: Typically, one full pallet contains 49 bags of product, each bag of product weighing fifty (50) pounds.

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

Supplier must provide the products quoted for the duration of the contract. Approved substitutions for the convenience of the supplier will not be accepted, and will be cause for termination of the bid agreement. Products discontinued by the manufacturer, supplanted by improved formulations, or in tight supply due to market conditions will not apply.

Vendor shall accommodate and stand behind any damaged product and accept returns at no extra cost. This shall include pick-up of damaged product and delivery replacement product. Delivery of replacement product shall be made within three (3) business days from receipt of notification of damage.

Vendor is not required to accept returns due to agency overstock or product appearance such as color tint. Ice melt will be ordered by the pallet, container, bag or box depending on agencies request.

PRODUCT SPECIFICATIONS - All-purpose Bagged Ice melt products adhere to the following:

- A.) Calcium Magnesium Acetate (preferred)
 - Safe to handle, will not burn or irritate skin
 - Medium size granules - must smoothly process through spreaders
 - Color Coated
 - Anti-caking agent to render melter usable for at least 12 months when stored properly
 - Time release formula
 - Anti-corrosive agent to render melter less corrosive when applied directly
 - Additive for increased traction/footing control
 - Non-harmful to vegetation, trees, grass
 - Non-toxic to humans and animals
 - Bio-degradable
 - Provide effective deicing action down to a minimum temperature of -10°F
 - Non-Flammable
 - A solid physical state
 - Packed in 50lb. bags

- B.) Material Safety Data Sheet (MSDS) is required, supplied with bid. Bids without MSDS may not be considered.

- C.) Tailgate delivery to be off-loaded by vendor

- D.) If necessary, due to unforeseen harsh winter weather conditions the successful vendor(s) will make best efforts to delivery within 48 hours after receipt of order.

PRODUCT SPECIFICATIONS - Liquid Ice melt product adhere to the following:

- A.) Liquid ice melt product containing Calcium Chloride and/or Magnesium Chloride formulated to be spray able and applied with spraying equipment. Product must be stable for storage in freezing temperatures. Product must not contain Sodium. Product may be delivered as bulk liquid transfer to be stored in customer's holding tanks or delivered in tote sized containers (~275 gallons).

PRODUCT SPECIFICATIONS – 1 Ton “tote” Bag product adhere to the following:

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

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

Basis of Award:

Vendors are required to complete and submit the attached spread sheet Bid Form labeled Appendix “A” with bid submission. Indicate my marking “X” in the appropriate areas for which applies to vendor proposed product. It is the interest to make multiple awards to insure adequate sources of supply and include multiple product types for agency use. Due to diverse ground areas, surface types, and geographical locations it is in the best interest of the State to include multiple product types for this contract.

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



**State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387**

COVID-19 EMERGENCY PROTOCOL FOR BID OPENINGS

Vendors and the public are advised that due to Covid-19 emergency social distancing requirements bid openings at the Division of Purchases shall be conducted via live streaming on the ZOOM website/application . Vendors and the public shall not be permitted to enter the Division of Purchases to attend bid openings. Vendors and the public who attend bid openings via live streaming shall be required to identify themselves and a record of all such attendees shall be maintained by the Division of Purchases. Vendor bid proposals shall be opened and read aloud at the date and time listed herein. The results of bid solicitations requiring a public copy for public works projects shall be posted on the Division of Purchases website as soon as possible after the bid opening. For RFP solicitations only vendor names shall be read aloud at the opening.

Vendors and the public are further advised that visitor access to the Powers Building at One Capitol Hill, Providence, RI requires pre-screening at the entrance to the building. In accordance with the Governor's Executive Order(s) and Department of Health emergency regulations all visitors to the Powers Building must wear a cloth mask which covers the nose and mouth. Vendors delivering bid proposals to the Division of Purchases should allow sufficient time for the pre-screening process. The Division of Purchases assumes no responsibility for delays caused by the screening process or any other reason. Vendors are solely responsible for on time delivery of bid proposals. The Division of Purchases shall not accept late bids for any reason.

Division of Purchases is inviting you to a scheduled Zoom meeting.

Topic: 7603789

Time: Jul 8, 2020 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/91028167320?pwd=MVZMTExqOW9OVEpXOTgrQThJTjFKdz09>

Meeting ID: 910 2816 7320

Password: 987479

One tap mobile

+13017158592,,91028167320#,,1#,987479# US (Germantown)

+13126266799,,91028167320#,,1#,987479# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 910 2816 7320

Password: 987479

Find your local number: <https://zoom.us/j/91028167320>

Gary P. Mosca

Chief Buyer

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....VI
 BID STANDARD TERMS AND CONDITIONSVI
 TERMS AND CONDITIONS FOR THIS BIDVI
 INSURANCE REQUIREMENTSVI
 RIVIP INFO - BID SUBMISSION REQUIREMENTSVI
 PURCHASE AGREEMENT BIDVII
 DELIVERY PER AGENCYVII
 MULTI YEAR AWARDVII
 CHARGES PERMITTEDVII
 AWARDVII
 MPA 1% ADMIN FEEVIII
 MPA BID AWARD (STATEWIDE APPLICABILITY)VIII
 VENDOR SPECIFICATIONSVIII
 READING VENDOR NAMES ONLYVIII

Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

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.

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 should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped/receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill, Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid proposals in electronic format are not accepted at this time.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

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.

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

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

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.

CHARGES PERMITTED

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.

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.

MPA 1% ADMIN FEE

Statewide Contract Administrative Fee - Notice: The Division of Purchases shall soon implement a new, state-of-the art, eProcurement system which will streamline public procurement in Rhode Island. In conjunction with implementation of the eProcurement system the Division of Purchases anticipates that the "State Purchases Act", R. I. Gen. Laws § 37-2-12 shall be amended to authorize the Chief Purchasing Officer to establish, charge and collect from State contractors listed on master price agreements a statewide contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against a contract awarded to a state contractor. All statewide contract administrative fees collected shall be deposited into a restricted receipt account which shall be used for the purposes of implementing technology for the submission and processing of bids, online bidder registration, bid notification, and other costs related to State procurement. If/when the Division of Purchases receives statutory authority to assess a statewide contract administrative fee, it shall be applicable to any bidders who receive a purchase order relative to the within solicitation during the entire term of the MPA contract.

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).

VENDOR SPECIFICATIONS

ALL VENDORS MUST INCLUDE SPECIFICATIONS WITH BID PROPOSAL (EVEN THOSE BIDDING BRAND SPECIFIED). FAILURE TO SUBMIT SPECIFICATIONS WITH BID PROPOSAL MAY RESULT IN DISQUALIFICATION OF BID. ITEMS IN CATALOGS MUST BE CLEARLY MARKED AND PAGES TABBED.

READING VENDOR NAMES ONLY

DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI DIVISION OF PURCHASES WEBSITE AT WWW.PURCHASING.RI.GOV