



COMMUNITY COLLEGE
OF RHODE ISLAND

Purchasing Office

INVITATION TO BID/RFP

PUBLIC BID NO. **233101006**

COMMODITY: **POURING RIGHTS AND VENDING SERVICES**

BID PROPOSAL SUBMISSION DEADLINE: **Monday March 6, 2023 at 12:00pm.**

This is a sealed bid. Submit in a sealed envelope with the specific bid/RFP number along with the date and time of bid closing noted on the envelope.

MAIL OR DELIVER TO: Lisa Considine Fontes, Purchasing Office, Community College of Rhode Island, 400 East Ave, Warwick, RI 02886.

Note to Bidders: Questions concerning this solicitation may be emailed to the purchasing office at purchasing@ccri.edu no later than **February 16, 2023 @ 11:00am** (EST). Please reference the bid number on all correspondence. Questions received if any, will be posted as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.

PRE-BID CONFERENCE: Monday February 13, 9:00am CCRI Room 2306 - 400 East Ave Warwick RI 02886. Immediately following, this pre-bid will also visit CCRI's Flanagan Campus, Room 2144 - 1762 Louisquisset Pike Lincoln RI 02865.

FEIN: _____
VENDOR NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
CONTACT PERSON: _____
TITLE: _____
TELEPHONE: _____
E-MAIL ADDRESS: _____

Bid proposals must be accompanied by the included three-page Bidder Certification Form. The form must be completed in full and signed in order to be considered responsive.

Print Name and Title Telephone Number/E-Mail Address

Signature Date

Community College of Rhode Island Bidder Certification Form

NOTICE TO OFFERORS

This three-page Community College of Rhode Island (CCRI) Bidder Certification Form/Contract Offer **must** be attached to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with CCRI. As such, submittal of the entire Community College of Rhode Island Bidder Certification Form/Contract Offer, signed by a duly authorized representative of the offeror attesting to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award. Offers received without the entire completed three-page form attached may result in offer disqualification.

Other Provisions and Procedures

To assure maximum access opportunities for users, public bid/RFP notices shall be posted on the Rhode Island Division of Purchases Website (www.purchasing.ri.gov/) for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due.

Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the College Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. After an award has been made, failure to meet all requirements of this invitation may result in a determination of default. Payments for partial delivery will not be made, except where expressly provided herein.

Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the College) on the condition that the offer is accompanied by detailed product specifications.

The College reserves the right to (a) make awards on the basis that best serves the interest of CCRI, individual items, total low, etc., and (b) reject any and all bids in whole or in part. Prices quoted are N30, FOB DESTINATION, less federal/state tax.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order or change order is issued by the Community College of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order issued by the Community College of Rhode Island PRIOR TO delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of a purchase order made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island.

This solicitation and any contract or purchase order arising from it is issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all Community College of Rhode Island contracts and can be viewed at <http://www.ribghe.org/procurementregs113006.pdf>.

Offerors are advised that all materials submitted to the College for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection upon written request once an award has been made. Bidders are encouraged to attend Public Bid Openings to obtain competitive pricing information. Bid tabulations may be reviewed after award(s) have been made at the Community College of Rhode Island Purchasing Office Mondays through Fridays between the hours of 9:00 a.m. and 3:30 p.m. – telephone requests for bid results will not be honored.

Provisions of State labor laws concerning payment of prevailing wage rates, issued by the R.I. Department of Labor and Training, shall apply for contracts involving public works construction, alteration, or building repair work.

In accordance with Title 7 Chapter 1.1-99 of the Rhode Island General Laws, foreign corporations (a corporation established other than in Rhode Island) must be qualified to transact business in this state.

State Equal Employment Opportunity Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws, also apply. For further information, contact the State MBE Administrator at (401) 574-8253 or Dorinda.Keene@doa.ri.gov, visit the website <http://www.mbe.ri.gov/>.

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements. Incomplete certification forms are grounds for disqualification of offer.

DISCLOSURES

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-3, and if "Yes," provide details below. Complete Disclosure 4.

____ 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.

____ 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.

____ 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

____ 4. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE BIDDER CERTIFIES THAT:

____ 1. The Bidder will immediately disclose, in writing, to the CCRI Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.

____ 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the CCRI Purchasing Agent in writing.

____ 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the CCRI Purchasing Agent in writing.

____ 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the CCRI Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.

____ 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.

___ 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.

___ 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

___ 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

Certification details (continue on additional sheet if necessary):

Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and all amendments and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this RIVIP Bidder Certification Cover Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: _____

Name of Bidder

Signature in ink

Printed name and title of person signing on behalf of Bidder

STATE OF RHODE ISLAND
FORM W-9 PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION



THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

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Employer ID No. (EIN)

--	--

NAME

ADDRESS

CITY, STATE AND ZIP CODE

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE

ADDRESS

CITY, STATE AND ZIP CODE

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), **and**
- (2) I am not subject to backup withholding because either: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding.
- (3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

Please sign here and provide title, date and telephone number:

SIGNATURE _____ **TITLE** _____ **DATE** _____ **TEL NO** _____

Original Signature Required (Digital Signature Not Acceptable)

BUSINESS DESIGNATION:

Please Check One: Individual ☐ Corporation ☐ Trust/Estate ☐ Government/Nonprofit Corporation ☐
Partnership ☐ Medical Services Corporation ☐ Legal Services Corporation ☐
LLC Tax Classification: Single Member (Individual) ☐ Partnership ☐ Corporation ☐

TIPS:

NAME: Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.

ADDRESS, CITY, STATE AND ZIP CODE: If you operate a business at more than one location, adhere to the following:

- 1) Same EIN with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

Mail Completed Form To:

Supplier Coordinator
Purchasing Department
One Capitol Hill, 2nd Floor
Providence RI 02908

Or Email To: doa.pursuppliercoordinator@purchasing.ri.gov

For State Use Only:

IRS _____ RI SOS _____ FED _____ Other _____

RI Supplier # _____ Approved _____

Date Entered _____ Entered By _____



RFP - AGENCY SOLICITATION SPECIFICATIONS

HEADER

TITLE: COMMUNITY COLLEGE OF RHODE ISLAND (CCRI) POURING RIGHTS AND VENDING SERVICES

DESCRIPTION: THIS RFP WILL GRANT POURING RIGHTS FOR ALL FOUR CCRI CAMPUS LOCATIONS AS WELL AS BEVERAGE & SNACK VENDING OPTIONS.

PRE-BID/ PROPOSAL CONFERENCE: YES
MANDATORY: NO

BONDING REQUIREMENTS

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: NO

CONTRACT TERMS

The initial contract period will begin approximately July 1, 2023 for five years . Contracts may be renewed for up to five additional 12-month periods based on vendor performance and the availability of funds.

Insurance Requirements

In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and General Conditions - Addendum A found at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>, the following insurance coverage shall be required of the awarded vendor(s):

General Requirements:

- 13a) ☒ Liability - combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
- 13b) ☒ Workers compensation - \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee.
- 13c) ☒ Automobile liability - \$1,000,000 each occurrence combined single limit.
- 13d) ☒ Crime - \$500,000 per occurrence or 50% of contract amount, whichever is greater.

Professional Services:

- 13e) ☐ Professional liability (“errors and omissions”) - \$2,000,000 per occurrence, \$2,000,000 annual aggregate.
- 13f) ☐ Environmental/Pollution Liability when past, present or future hazard is possible - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 13g) ☐ Working with Children, Elderly or Disabled Persons – Physical Abuse and Molestation Liability Insurance - \$1 Million per occurrence.

Information Technology and/or Cyber/Privacy:

- 13h) ☐ Technology Errors and Omissions - Combined single limit per occurrence shall not be less than \$5,000,000. Annual aggregate limit shall not be less than \$5,000,000.
- 13i) ☐ Information Technology Cyber/Privacy – minimum limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If Contract Party provides:
- a) ☐ key back office services Contract Party shall have a minimum limit of \$10,000,000 per occurrence and \$10,000,000 annual aggregate;
 - b) ☐ if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in R.I. Gen. Laws § 11-49.3-1, et seq., or as otherwise defined in the Contract (together Confidential Information”), Contract Party shall have as a minimum the per occurrence, per annual aggregate, the total rounded product of projected number of persons data multiplied by \$25 per person breach response expense per occurrence; but no less than \$5,000,000 per occurrence, per annual aggregate; or,
 - c) ☐ if the Contract Party provides or has access to mission critical services, network architecture and/or the totality of confidential data \$20,000,000 per occurrence and in the annual aggregate.

Other:

Specify insurance type and minimum coverage required, e.g. builder’s risk insurance, vessel operation (marine or aircraft):

- 13j) ☐ Other -

Optional Instructions to Vendors:

- ☐ AIA Contract - For public works projects, the selected Vendor must submit a fully executed Rhode Island custom AIA contract. If awarded the contract, Vendor shall be required to obtain the specified AIA Documents from <https://documentsondemand.aia.org/?filter=Rhode>. Design Agents must obtain and utilize the Custom Rhode Island AIA Documents G701-2017, AIA G714-2017, AIA G802-2017, which can also be located at <https://documentsondemand.aia.org/?filter=Rhode>. Full instructions will be included in the Tentative Selection Letter.

SECTION A. BACKGROUND

Community College of Rhode Island Overview

The Community College of Rhode Island is the largest community college in New England, providing high-quality academic programs and career-oriented training for full- and part-time students, recent high school graduates, and adult learners.

Named the 2019 Two-Year College of the Year by Education Dive magazine, CCRI enrolls more than 13,000 students in credit-bearing degree and certificate programs and an additional 8,500 individuals in Workforce Development programs and adult education courses annually.

With campuses in Warwick, Providence, Newport, and Lincoln and satellite campuses in Westerly and Woonsocket, CCRI meets Rhode Islanders where they are, offering an outstanding college education that leads to strong learning outcomes, successful degree attainment, and job placement opportunities. Students can choose from more than 90 majors and programs and seven academic career paths. CCRI also offers online, hybrid, and in-person options in addition to seamless transfer opportunities for students looking to continue their education at a four-year college or university.

The Community College offers extensive community programming as well, opening its facilities for public use, sponsoring programs on issues of public concern, and offering workshops and seminars for businesses, government agencies, and individuals seeking to improve their skills or enhance their lives. Additional data regarding CCRI is available on CCRI's website:

<http://www.ccri.edu>. **Appendix I references Pictures and the Community College of Rhode Island Campus Map**

All campus dining and food service operations are operated by Aramark and current beverage vending services are provided by Aramark Food Service. Pepsi and Coke products are vended and Coke beverages are served in the Dining and Athletic Department.

SECTION B: SCOPE OF WORK AND REQUIREMENTS

- 1.2.1 The Contractor will be granted the exclusive right, license and obligation to: Pouring rights for all of CCRI, including but not limited to; CCRI's dining and food services provider(s), (e.g. Department of Athletics, Bookstore, Student Groups), current and/or in the future, and CCRI's vending service provider(s), current and/or in the future, with beverages for resale at all campus dining and food service locations, on-campus convenience store locations, on-campus catering provided by the dining and food service provider and on-campus beverage vending locations.
- 1.2.2 Supply, deliver, install and repair all beverage equipment at CCRI.
- 1.2.3 Supply CCRI's Dining with beverage cups, containers, lids, and carbon dioxide, provided that Contractor's prices for such items are competitively priced; if

available cups, containers and lids shall be “eco-friendly,” compostable or made of recycled materials as deemed appropriate by CCRI.

- 1.2.4 The Contractor will also be granted the exclusive right and license to negotiate certain CCRI trademarks with beverages sold at CCRI.
- 1.2.5 With respect to newly developed, produced or purchased products, not available as of the date an Agreement is entered into between CCRI and the Contractor, both parties mutually agree to discuss the availability of these products and any additional terms and conditions regarding their availability at CCRI.
- 1.2.6 The Contractor may be granted such other rights and licenses, as proposed by Contractor and accepted by CCRI. For example, the Contractor could be granted exclusive beverage sponsor status for athletic events, concerts and theatrical events and such other programs and activities at CCRI, subject to an approved proposal.
- 1.2.7 The Contractor’s exclusive rights will not include or pertain to:
- 1.2.8 Advertising in college student newspapers and publications, or sponsorship of programs on any student-run college radio station.
- 1.2.9 NJCAA, Colonial States Athletic Conference, other member participant tournaments, or other groups hosted by CCRI, unless in the case where the Contractor has been granted exclusive beverage sponsor status or CCRI has the sole and exclusive authority to select an exclusive beverage provider.
- 1.2.10 Nothing in the Contract shall prevent or prohibit on-campus consumption by CCRI students, faculty, staff or their guests of beverages competitive with beverages supplied by Contractor and purchased outside a CCRI location for personal consumption or for consumption by their group, office, or organization, and not for resale or distribution.
- 1.2.11 CCRI has a diverse population of students, faculty, and staff, many of whom favor beverage types and flavors that may be available only from specialty manufacturers or distributors. To the extent that the Contractor is unable to provide these “Specialty Products,” [See, Appendix C](#), or a substantially similar product that is acceptable to CCRI, CCRI reserves the right to make “Specialty Products” available through other suppliers. Proposers must include in their Proposal a plan for the supply of “Specialty Products” or substantially similar products.
- 1.2.12 Assignment to Auxiliary Enterprise Corporations. This RFP covers Pouring Rights for CCRI. However, after any award of a Contract, CCRI reserves the right to assign its Contract rights to one or more auxiliary enterprise corporations or CCRI’s Athletic Foundation in its best interest and to assist with financial administration of the Contract at the campus level. Such assignment(s) may result in multiple contracts with auxiliary enterprise corporations. Except for royalties and other consideration (which may differ by organization), each such contract shall contain the same terms and conditions as the Contract.

1.3 Document Overview

- 1.3.1 Pouring Rights refers to the exclusive right to supply Beverages for resale at CCRI and associated merchandising activities. “Beverages” are defined as carbonated and noncarbonated natural or artificially flavored non-alcoholic sodas, fruit juices (except noncarbonated fruit juices in dairy containers), cold teas, bottled water (in containers less than 1-gallon in size), sports and energy drinks, and cold packaged coffee drinks. Beverages shall NOT include milk, hot and iced coffee, hot and iced brewed tea, hot chocolate, beer (alcoholic, low alcoholic and nonalcoholic), other alcoholic beverages, water drawn from the public water supply or juices squeezed fresh on CCRI’s premises, “smoothies” that are made fresh at CCRI and are made from frozen fruit products and blended with fruit, vegetables or yogurt, or Beverages served at CCRI whose operations are independent and not under the control or direction of CCRI.
- 1.3.2 This RFP specifies the qualifications, services, responsibilities, and other pertinent information related to Pouring Rights.
- 1.3.3 See, [Appendix B](#), for information regarding representative beverage sales statistics for the period from July 1, 2019 to June 30, 2020. These numbers are given as a guide only and are not a guarantee of future volume of sales.
- 1.3.4 This RFP document contains the following major sections.

Section 1 – Introduction. Provides an overview of CCRI and background information about the services covered by this RFP.

Section 2 – Summary of Contract Specifics. Describes Contractor responsibilities regarding Pouring Rights.

Section 3 – Proposal Format and Contents. Describes the prescribed format and content for the responses to this RFP.

Section 4 – Proposal Evaluation. Describes the methodology that will be used to evaluate responses to this RFP.

1.4 Term of Contract

The initial contract period will begin approximately **July 1, 2023 - June 30, 2028**. Contracts may be renewed for up to **five additional 12-month periods** based on vendor performance and approval by Community College of Rhode Island to renew as determined in CCRI’s best interests.

1.5 Minimum Qualifications

In order to be considered for Contract award, Proposers and any subcontractor(s) must meet the minimum qualifications below. Inability or unwillingness to meet the minimum qualifications set forth below will result in the rejection of a Proposal as non-responsive. Qualified Proposers will:

- 1.5.1 Be financially viable.
- 1.5.2 Currently manufacture and/or distribute a range of carbonated and non-carbonated natural or artificially flavored non-alcoholic sodas, fruit juices, cold teas, bottled water, and sports and energy drinks.
- 1.5.3 Have a minimum 20% national market share of carbonated soft drink sales.
- 1.5.4 Have at least five (5) years' experience providing Pouring Rights to colleges and universities, particularly in the New England States and in Rhode Island.
- 1.5.5 Have a sufficient presence in the New England States, particularly in Rhode Island to permit prompt, efficient, and continuous provision of Pouring Rights to CCRI.
- 1.5.6 Show proven commitment to consumer health and wellness through, among other things, availability of low and zero calorie and sugar items, all fruit juices, etc.
- 1.5.7 Show proven commitment to sustainable practices including, among other things, use of recycled plastics and glass, and Energy-Star rated Beverage Equipment.
- 1.5.8 Enforce fair labor practices in the U.S. and abroad with respect to its employees and those of its bottlers, distributors, and other contractors.

2. SUMMARY OF CONTRACT SPECIFICS

This section gives a **summary** description of Contractor's responsibilities for providing Pouring Rights. This section should be read in conjunction with the Section 4 "Scope of Services" in the Terms and Conditions of the Contract (**Appendix A and Section 1 of the RFP**), which provides a detailed description of Contractor's responsibilities.

- 2.1. **Product Mix.** Contractor shall provide for retail sale a mix of Beverage products and packages as agreed by the parties. New items will be jointly determined by the Contractor and CCRI, and if appropriate, Food Services Vendor ("FSV") and Vending Services Vender ("VSV"), at the time of the introduction.
- 2.2. **Health, Wellness and Sustainability.** Contractor shall work with CCRI to support and implement beverage industry trends and best practices regarding healthy and nutritious beverage products, as well as campus awareness campaigns and initiatives related to sustainability.
- 2.3. **Staff.** Contractor must provide an experienced and qualified Staff, sufficient to ensure efficient, hygienic and orderly performance of the Pouring Rights. Contractor's Staff must maintain proper standards of courtesy, service and professionalism in dealing with the CCRI Community. Contractor must designate an experienced and capable individual who will be responsible at all times for implementation of the Contract. This individual will serve subject to approval by CCRI. Contractor will be responsible for obtaining satisfactory criminal history records checks on all employees, including sexual offenses, and reference checks for all of its employees and agents who will be providing services in restricted areas under the contract with CCRI. CCRI requires

Contractor to obtain a minimum of the following screenings: Residency History, Social Security Verification, Current County Criminal Search, National Criminal Database and sex offender record check. Contractor will need to agree to verify, in writing, forwarded or delivered to CCRI, that such investigations were completed and the findings satisfactory.

- 2.4. **Beverage Equipment.** Contractor must supply, deliver, install, and repair all Beverage Equipment at no cost to CCRI, including coolers, vending machines, fountain equipment and related piping/tubing/connections etc. to make all of Contractor's equipment operationally ready. At the time of installation, all Beverage Equipment must be new, heavy-duty commercial, EnergyStar® qualified, and of the latest model available from a nationally known manufacturer, or Contractor must provide a proposed schedule for phasing in such machines. Each beverage vending machine shall include TouchNet card readers (or any future replacement), as well as the capability to accept credit, debit, and "smart" cards, ApplePay (including CCRI's "Campus Card").
- 2.5. **Preventative Maintenance.** Contractor must establish and abide by a preventative maintenance program for all Beverage Equipment and related equipment such as replacement and/or cleaning of syrup lines.
- 2.6. **Service Calls.** Contractor must, at its own expense, maintain Beverage Equipment in good working order and must promptly make repairs. Detail and describe service and maintenance response times.
- 2.7. **Royalties and other consideration.** In consideration of the rights granted, Contractor shall pay CCRI royalties and other consideration as agreed to by the parties.
- 2.8. **Laws and Regulations.** Contractor shall comply, and ensure that its staff complies, with all laws, rules and regulations governing Pouring Rights and all applicable provisions of the Contract.

SECTION C: PROPOSAL

3. PROPOSAL FORMAT AND CONTENTS

3.1. General Procedures

- 3.1.1. To be responsive to this RFP, and for the purposes of evaluation, each Proposal must consist of the following, as further described below:
 - Cover Letter;
 - Part I - Technical and Management Proposal; and
 - Part II - Contract Proposal.
- 3.1.2. Each part of the Proposal must be complete in itself in order that the evaluation of both Part I and Part II can be accomplished independently and concurrently, and so that the Technical and Management Proposal can be evaluated strictly on the basis of its merits.

3.1.3. Information shall be consistent across submitted documents. CCRI reserves the right to

- (A) reject Proposals submitted with conflicting information;
- (B) determine that a Proposer has substantially met the requirements of the RFP and/or to ask for additional information after the Proposal Due Date; and
- (C) view non-compliance with this section or failure to provide information and/or required forms as non-responsive.

3.1.3. CCRI will endeavor to protect confidential and proprietary information from disclosure to the extent permitted by applicable laws. Accordingly, Proposers should identify those page(s) of their Proposal that contain such information as “confidential and proprietary.” In addition, Proposers should explain the reason(s) why this information should be considered exempt from disclosure. Include the identification of pages and reasons for exemption in the Cover Letter of the Proposal.

3.1.4. Proposers must submit a complete Proposal in response to the RFP, using the format defined herein. Proposers must tabulate and paginate their Proposals, clearly marking sections with the section number to which they are responding. The Proposer’s Proposal for the Pouring Rights must be prepared and presented in the following format and order:

3.2. Cover Letter

The Proposal must include a Cover Letter on official business letterhead. The Cover Letter must include the following and be signed by an official authorized to bind the Proposer:

- 3.2.1. The name, title and contact information of the individual(s) with authority to negotiate and contractually bind the Proposer and who also may be contacted during the period of the Proposal evaluation;
- 3.2.2. A statement that the Proposer meets all the minimum requirements described in the RFP (See, Section 1.5);
- 3.2.3. A statement confirming that any anticipated difficulty or inability of Proposer to meet the requirements of this RFP and any resulting Contract are fully addressed in Proposer’s Part II submission; and
- 3.2.4. A statement affirming that neither Proposer nor any individual assigned to provide all or part of the Pouring Rights to CCRI have any conflicts of interest with CCRI, or its respective governing bodies, committees or employees. If Proposer cannot provide such a statement because of a conflict of interest, it shall instead state the nature of the conflict and describe the provisions that will be made to address the conflict.

3.3. Part I: Technical and Management Proposal

The Proposer must submit to CCRI by the Proposal Due Date: **March 6, 2023 no later than 12:00PM.**

- Five (5) paper copies of its Part I – Technical and Management Proposal to the address listed on the cover page of this RFP as well as an electronic copy.

The Proposer's name and the words "CCRI Pouring Rights RFP Part I – Technical and Management Proposal" shall be clearly listed on the cover of the Part I Proposal. Proposals must be securely sealed and clearly labeled. Any outside packaging containing Part I copies must also be clearly marked with the words "CCRI Pouring Rights RFP Part I—Technical and Management Proposal." **Package Part II separately from Part I.** Part I shall include the items listed below, with the Financial Proposal (Section 3.3.11) packaged in a separate sealed envelope within the Part I package.

3.3.1. Title Page. Name, address and phone number of the Proposer including a contact person (also listed in the Cover Letter), and name of the person(s) who prepared the Proposal.

3.3.2. Table of Contents

3.3.3. Minimum Requirements. Provide evidence that Proposer meets the minimum requirements of this RFP, including:

- (A) A list on **Appendix E** of the Beverages that Proposer will make available at CCRI. Indicate which products are low and zero calorie and sugar, contain no artificial colors, are all fruit juices, or otherwise "healthier" beverages;
- (B) Evidence of Proposer's financial viability, including one (1) copy of Proposer's audited financial statements for each of the last three (3) years, including balance sheets, profit and loss statement and cash flow analyses. If the Proposer is a subsidiary of a larger organization, then only financial data pertinent to the subsidiary's financial position is required. CCRI reserves the right to request additional financial information, if necessary, to establish the overall financial viability of the Proposer;
- (C) Evidence that Proposer has a minimum 20 % national market share of carbonated soft drink sales;
- (D) Evidence that Proposer has a minimum of five (5) years of successful business experience performing comparable services to those under this RFP. Provide a list of Proposer's current higher educational clients. Using **Appendix F**, include at least five references from higher education clients, with a preference for references located within the New England States and Rhode Island.
- (E) A description of Proposer's presence in the New England States and Rhode Island, including number of local employees, number

of accounts, locations of warehouse and maintenance facilities, etc.

- (F) A description of Proposer's sustainability policies and practices and the types of activities it would implement at RIC if it were to be awarded the Contract.
- (G) Evidence that Proposer is committed to and takes steps to enforce fair labor practices in the U.S. and abroad with respect to Proposer's employees and those of Proposer's bottlers, distributors and other contractors.

3.3.4. Company Overview. Provide an overview of Proposer, including:

- (A) A brief history of Proposer, especially as it relates to the higher education market, including revenue levels, number of current accounts, years in business, and number and make-up of staff;
- (B) Former clients: Provide a list of higher education clients where Proposer's services have been terminated (either by Proposer or by the client) within the past three (3) years. Provide the following information regarding these clients:
 - Name and address of the company
 - Name and title of client contact
 - Telephone number of client contact
 - Date and reason for termination
- (C) A description of Proposer's internal administrative systems, including but not limited to, inventory control, reporting of sales, and internal audit.

3.3.5. Management Profile. Provide (i) an organizational chart or short profile of Proposer's management structure and (ii) a plan for administrative management and supervision of staff required to implement the services under this RFP. This should include a description of any regional or headquarters support and the resumes of key personnel, including those employees who would be responsible for the Contract if it were awarded to Proposer.

3.3.6. Product Description. Submit on **Appendix E** a list of all Beverages, including descriptions of flavor, size and container type, to be offered to CCRI's FSV and VSV.

3.3.7. Health and Wellness Proposal. In addition to that information provided in response to Section 3.3.3 (A), describe any proposed awareness campaigns and strategies in support of health and wellness. In particular, describe any proposed initiatives to encourage the use and purchase of water and other healthier beverages, such as offering discounted wholesale and/or retail prices on these items.

3.3.8. Recycling and Sustainability Proposal. In addition to that information provided in response to Section 3.3.3(F), describe any suggested programs or ideas for encouraging recycling of beverage containers, such as reverse vending machines.

3.3.9. Equipment and Maintenance.

- (A) Provide a list, with quantity, brand, model number, and equipment specification sheet with picture(s) for all equipment Proposer proposes to bring onto CCRI's campus. Include complete manufacturer's description literature regarding any equipment proposed. Note that each Beverage vending machine shall include card readers to accept the TouchNet card (or any future replacement) as well as credit, debit, ApplePay and "smart" cards (including "CCRI's Campus Card).
- (B) If your proposal does not include supplying all new vending machines at the start of the Contract, provide a schedule or plan for phasing in new machines on all the campuses. Machines shall be heavy-duty commercial, EnergyStar® qualified, and of the latest model available from a nationally known manufacturer. All equipment supplied shall be energy miser or similar technology.
- (C) Describe Proposer's program for preventative maintenance and regular replacement of worn, malfunctioning or damaged equipment.
- (D) Describe the day-to-day housekeeping and maintenance services Proposer would provide.
- (E) Please note which, if any, vending equipment is available with "CCRI branded wrapping" if yes, please provide examples.

3.3.10. Specialty Product Plan. Include a plan for supplying Specialty Products. Indicate which, if any, Specialty Products that Proposer is not able to supply by providing the requested or a substantially similar product.

3.3.11. Financial Proposal & Pricing. In a separate sealed envelope, but part of Part I package, provide a financial proposal with a detailed description of the pricing, royalties, and other consideration and support offered by Proposer. Use **Appendix G**. CCRI has entered into a food service agreement with Aramark Food Services selected to vend at CCRI, will be required to purchase beverages from the selected Contractor and will be required to vend those beverages purchased from the selected Contractor at CCRI on an exclusive basis according to the terms and conditions of the Pouring Rights Agreement to be entered into between CCRI and the selected Contractor. Contractor shall base its Financial Proposal and Pricing on potential two terms: a Five (5) Year Term and a Ten (10) Year Term. The Five (5) Year Term and Ten (10) Year Term shall include provision for the following:

- (A) **A one- time upfront signing bonus;**

- (B) A guaranteed annual royalty amount to CCRI for Pouring Rights, regardless of Beverage volume;
- (C) An additional per case and per gallon royalty amount based on annual Beverage volume;
- (D) Promotional products and complementary cases of beverages to be offered;
- (E) A proposal for using CCRI's Marks and suggested sponsorship activities, including but not limited to CCRI sponsorship; with particular emphasis on sponsorship of CCRI Athletics and Annual Foundation Scholarship.
- (F) Any other marketing promotions, such as banners, scoreboards, etc;
- (G) Career development program, including internships and full-time employment positions for CCRI graduates.
- (H) Scholarships.
- (I) Any other discounts, incentives or other financial or other consideration that Contractor wishes to offer.
- (J) A minimum of a 2-year pricing structure for all beverages and any other proposed items, such as cups, lids and CO², to be purchased by FSVs and VSVs. Include specific pricing commitment and incentives. A copy of National Account or Standard Wholesale price lists must be included. After the two (2) year period expires, explain and describe the proposed price escalation plan.

3.3.12. Additional Information. Provide any other information you believe will be helpful to the selection committee in evaluating your Proposal.

3.4. Part II: Contract Proposal

3.4.1. The Proposer must submit its response to CCRI by **March 6, 2023 no later than 12:00 PM.**

- Five (5) paper copies of its Part II –Contract Proposal to the address listed on the cover page of this RFP as well as an electronic copy.

3.4.2. Contents of Contract Proposal.

- (A) **Certification Cover Form**, fully completed and signed by an authorized representative of Proposer.
- (B) Proposer must attach a document identifying and explaining any the exceptions or deviations taken with respect to the Terms and Conditions of Contract, **Appendix A and the Instructions and Notifications to Offerors in Section 1 of the RFP**. Proposer shall not respond by providing a sample agreement.
 - Any exceptions or deviations taken must contain sufficient amplification and justification to permit evaluation. The benefit to CCRI shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be found unacceptable. However, a large number of exceptions or one or more significant exceptions not providing benefit to CCRI may result in rejection of such proposal as unacceptable.

4. **PROPOSAL EVALUATION**

4.1. Overview

4.1.1. Proposal Evaluation shall be administered by CCRI evaluation committee.

4.1.2. Proposers are required to submit all documents WITH THEIR PROPOSALS.

4.1.3. Proposals will be evaluated by CCRI using a Best Value Method evaluation process based on the criteria described below.

4.1.4. Proposal evaluation will be accomplished by a representative committee comprised, as appropriate, of technical, program and management personnel. Committee members will score each Proposal individually and then meet as a group to discuss and short list the Proposals. Evaluators will be allowed to revise scores on the basis of committee discussions.

4.1.5. Proposers responding to this RFP may be requested to clarify issues or to provide additional insights into their proposal through written clarifications and/or oral presentations. If written clarifications are required to complete the technical evaluation of proposals, evaluators will be allowed to revise their technical scores based on this additional information. Oral presentations will be held for qualifying proposers (see Section 4.3, Step 3 for definition) and will be scheduled by CCRI. CCRI reserves the right to request best and final offers from the proposed Contractors.

4.1.6. An award shall be made to the Contractor/Proposer who receives the highest total proposal score after considering all the technical and oral evaluation factors.

4.2. Best Value Award

CCRI shall award the Contract, if at all, on the basis of best value to a responsive and responsible Contractor/Proposer.

4.3. Proposal Scoring

The Proposals will be evaluated using the following approach and scoring system:

Table 1: Proposal Scoring Criteria and Weights

Step	Title	Scoring Method	Item Weight	Section Score	Points out of 100
1	Pre-Screening & Minimum Requirements Review	Pass/Fail			N/A
2	Part I - Technical & Management Proposal	Scored			90
	Qualifications			20	20
	1. Company Overview (3.3.4)		10		
	2. Management (3.3.5)		10		
	Technical Merits			30	30
	<u>To include:</u> • Product Descriptions (3.3.6)				
Step	Title	Scoring Method	Item Weight	Section Score	Points out of 100
	<ul style="list-style-type: none"> • Health & Wellness (3.3.7) • Recycling & Sustainability (3.3.8) • Equipment and Maintenance (3.3.9) • Specialty Product Plan (3.3.10) • Additional Information (3.3.12) 				
	Financial Proposal & Pricing (3.3.11)			40	40
3	Oral Presentation (Short-Listed firms)	Scored		10	10
4	Part II - Contract Proposal	Not Scored			
5	Part III-ISBE Participation*	Scored			6 Bonus Points
Total					106

4.3.1. Step 1: Pre-Screening

CCRI will conduct a Pre-Screening of each Proposal to ensure all content has been submitted in accordance with the RFP and that Proposers meet the Minimum Qualifications outlined in

Section 1.5 of this RFP. Those Proposers whose Proposals do not include all required content will be deemed non-responsive under law and shall not be granted any further consideration, unless CCRI deems such omissions non-material. CCRI will notify non-responsive Proposers in writing.

4.3.2. Step 2: Part I - Technical & Management Proposal Scoring (90 Points)

Members of a duly constituted *ad hoc* Selection Committee (the “Committee”) will score each Technical Proposal individually and then meet as a group to discuss the Technical Proposals. Committee Members will be allowed to revise *their original* scores on the basis of Committee discussions. The average Technical Score for each Proposal will consist of the sum of each Committee Member’s Technical Score divided by the number of Committee Members.

4.3.3. Step 3: Oral Presentation (10 points)

The Proposers with the highest Technical Proposal scores (the “Short-Listed Proposers”) will be required to provide an Oral Presentation to the Committee. The Committee will conduct an Oral Presentation with each Short-Listed Proposer at CCRI. Proposers shall not be allowed to change their Proposals during or after this presentation unless responding to a request from CCRI. Each Proposer will be given a separate meeting time schedule to conduct its presentation before the Committee. Each session will last approximately one to one and a half hours. The Proposer will be expected to address specific questions from the Committee shared in advance of the presentation. Oral Presentations will be evaluated and scored by the Committee.

4.3.4. Step 4: Part II –Contract Proposal Scoring (Not Scored)

The Contract Proposal will not be scored. However, it will be evaluated as regards to the Proposer’s ability to accept CCRI’s business requirements.

4.3.5. Step 5: ISBE Proposal:

See Appendix H for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

A. Proposer’s ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency’s MBE/WBE Coordinator, Division, ODEO, or Governor’s Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.

3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

4.3.6. Step 6: Best and Final Offers

CCRI reserves the right to request Best and Final Offers ("BAFOs") after the Oral Presentations have been conducted. Should CCRI exercise this right, CCRI will request a BAFO from each Short-Listed Proposer. CCRI will revise the Technical Proposal Scores of the Short-Listed Proposers, as necessary, based on information submitted in their BAFOs and using the criteria in Table 1.

4.4. Recommended Proposer

The sum of a Short-Listed Proposer's Technical Proposal Score and its Oral Presentation Score is its Total Proposal Score. The Proposer with the highest Total Proposal Score, after the perfecting and summing of Technical and Oral Presentation Scores as described in Section 4.3 above will be recommended by the Committee to CCRI for Contract award.

- 4.4.1. Your proposal must be received by CCRI no later than 12:00 PM Eastern Standard Time (EST) on Monday, March 6, 2023. Proposals should be mailed or hand-delivered in a sealed envelope marked "**RFP 233101006**" to:

**Lisa Considine Fontes,
Director of Purchasing
Community College of Rhode Island**

**400 East Avenue
Warwick, Rhode Island 02866
401-825-2444
lfontes@ccri.edu**

4.4.2. Proposers assume all risks in connection with timely, properly delivered Proposals. Proposers are strongly encouraged to arrange for delivery of Proposals prior to the Proposal Due Date.

- (A) CCRI accepts no responsibility for Proposals left at any other location.
- (B) CCRI accepts no responsibility for Proposals that are sent by mail or by courier.
- (C) Proposals received after the Proposal Due Date will be returned unopened.
- (D) Proposals that are transmitted by facsimile (fax) or e-mail are not acceptable and will not be considered.

4.5. Inquiries and Information

4.5.1 Questions concerning this solicitation must be e-mailed to the Community College of Rhode Island Purchasing Office, lfontes@ccri.edu no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference RFP # 233101006 on all correspondence. Questions should be submitted in writing in a Microsoft Word Document in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website Other Solicitation Opportunities for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

4.5.2 Clarifications, corrections, interpretations, additions, amendments, and answers to all questions of a substantive nature, as well as copies of the questions, will be given in writing by CCRI as an addendum to the RFP ("Addendum") and will be sent by email to each entity recorded as having requested a copy of the RFP. The Addendum shall become a part of the RFP and be binding on all Proposers. No clarifications, corrections, interpretations, additions, amendments, or answers other than those given by CCRI in writing in the form of an Addendum shall be binding.

4.6 Withdrawal of Proposal

4.6.1 A Proposer may withdraw its Proposal at any time before the Proposal Due Date; thereafter, a Proposer may withdraw its Proposal only after the expiration of 180 calendar days from the Proposal Due Date and prior to any actual award. A request to withdraw a Proposal shall be made in writing and delivered to the Proposal submission location.

4.6.2 Upon discovery of a material error by the Proposer or notification of a material error by CCRI, the Proposer may decide that it does not wish to have the evaluation of its Proposal continue. Such request for a withdrawal of its Proposal must be received in writing from the person who signed the Proposal within 3 business days of such discovery or notification. CCRI shall retain the sole right to determine whether to grant such request for withdrawal of the Proposal and will respond in writing to the Proposer with its decision.

4.7 General Conditions

- 4.7.1 This RFP is being conducted in compliance with all requirements of CCRI and the State of Rhode Island. This RFP is intentionally structured with broad guidelines and few mandated components in order encourage competition.
- 4.7.2 Proposers shall not make any changes to the documents of this RFP. All Proposers are required to submit Proposals in response to the same terms and conditions. Attempts to make changes to the RFP documents may render a Proposal non-responsive. Changes to the RFP documents by others are not binding on CCRI.
- 4.7.3 Any sales volume data provided in this RFP is for information purposes only, and is not a guarantee. The sales actually earned by the Contractor may be less or more than in prior years. If less, no action for damages or lost profits will accrue to the Contractor because of this.
- 4.7.4 Proposers may not make any public announcements or news releases regarding this RFP or any subsequent Contract without CCRI's prior written approval.
- 4.7.5 Proposers may not use the name or trademark, service mark, or other proprietary mark or logo of CCRI without CCRI's prior written approval.
- 4.7.6 Proposers shall indicate any exceptions or deviations from the Terms and Conditions of Contract (**Appendix A and Section 1 of the RFP**). Unless exceptions or deviations are so indicated, CCRI will assume that a Proposer agrees to the Terms and Conditions. CCRI reserves the right to accept or reject any exceptions or deviations a Proposer may suggest. Contractor's responses will be included and attached as an exhibit to the Contract entered into and in the event of any conflict between Contractor's RFP response and the Contract, the RFP response will be deemed controlling.
- 4.7.7 Proposers are expected to have assessed the conditions that may affect goods and services to be provided. Proposer shall be conclusively presumed to have full knowledge of any and all conditions affecting in any way the performance of the work to be performed under the Contract that were or should have been discovered by a reasonably prudent proposer. It is each Proposer's responsibility to familiarize itself with relevant facilities at CCRI, and Proposer assumes full responsibility to provide goods and/or services as specified herein pursuant to its Proposal, if accepted by CCRI.
- 4.7.8 All Proposals, upon submission to CCRI, shall become its property for use as deemed appropriate. By submitting a Proposal, the Proposer covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information.
- 4.7.9 Under no circumstances shall CCRI be liable for any costs incurred by Proposers in preparation and/or production and/or negotiation of a Proposal; for attending Proposers' conferences and/or site visits, for preparing or attending an Oral Presentation; or for any services performed prior to that date set forth in the notice of award RIC sends to the Proposer awarded the Contract.

- 4.7.10 Receipt of a Proposal by CCRI does not indicate that CCRI has reviewed the Proposer's qualifications to receive a Contract award. CCRI shall review the Proposal and decide each Proposer's qualifications to receive a contract award after the Proposal Due Date. There will not be a public opening of Proposals.
- 4.7.11 Issuance of this RFP does not commit CCRI to award a contract for any services.
- 4.7.12 Any contract award shall be subject to all required CCRI approvals. CCRI shall have no obligation or liability whatsoever to the Proposer selected as result of this solicitation unless and until a Contract satisfactory to CCRI is approved and executed by the Proposer.
- 4.7.13 By signing and submitting a Proposal, Proposer is affirming that it has read this RFP, including but not limited to the Terms and Conditions of Contract (**Appendix A & Section 1 of RFP**), accepts its terms, and is able and willing to sign the Contract if its Proposal is selected, subject only to any changes negotiated and agreed to by both parties. The Terms and Conditions, together with the contents of the selected Proposal, any Addenda, including any formal questions and answers provided during the evaluation process, shall be incorporated into and comprise the Contract. The issuance of a letter of intent to award or similar documentation does not require or commit CCRI to enter into a Contract with a Proposer until all Terms and Conditions are negotiated and acceptable to CCRI.
- 4.7.14 The selected Proposer shall possess the requisite business integrity justifying the confidence of CCRI; to adhere, throughout the term of the Contract, to the highest standards of business conduct and professional responsibility by fulfilling its obligations under the resulting Contract.

4.8 Reservation of Rights

In addition to any other rights described in this RFP, CCRI reserves the following rights:

- 4.8.1 To accept or reject any or all Proposals, including without limitation to reject a Proposal if:
- 4.8.1.1 The Proposer does not provide any part of the information or documents required by the RFP.
 - 4.8.1.2 The Proposer misstates, misleads, or conceals any material fact in its Proposal or at any time in connection with this RFP.
 - 4.8.1.3 The Proposal is not in compliance with law.
 - 4.8.1.4 The Proposal is not responsive to the requirements of this RFP or the requirements of the Contract terms and conditions.
 - 4.8.1.5 Any part of the Proposal, such as the Financial Proposal, is conditional.
 - 4.8.1.6 The Proposal, in the opinion of CCRI, contains unbalanced prices. Or,
 - 4.8.1.7 A determination that the Proposer is not "responsible" as defined by CCRI in its sole discretion.
- 4.8.2 To re-issue a solicitation.
- 4.8.3 To correct any arithmetic errors in any or all Proposals.
- 4.8.4 To use or adopt any or all of a successful Proposer's Proposal.

APPENDIX A: TERMS AND CONDITIONS OF CONTRACT

THIS AGREEMENT is made by and between the Community College of Rhode Island (“CCRI”) and the company identified on the Contract Signature Page (“Contractor”). In consideration of the mutual stipulations and covenants herein contained, CCRI and Contractor agree with each other as follows:

Section 1- DEFINITIONS

When used in this Contract, the following words have the meanings set forth in this Section:

1.1 “approved”, “directed”, “required”, “specified”, unless specifically stated otherwise, to mean approved, directed, required, or specified, as the case may be, by CCRI through its representative.

1.2 “Beverage” means all carbonated and non-carbonated natural or artificially flavored nonalcoholic beverages, including sodas, juices, cold teas, bottled water, sports drinks, and cold packaged coffee drinks, except that “Beverage” does not include the following:

- Plain or flavored milk of any kind (e.g., cow, goat, almond, soy, rice) and milk products.
- Vegetable juices, smoothies and drinks.
- Non-carbonated fruit juices in dairy containers.
- Fruit drinks (e.g., juices, aides, smoothies) squeezed or made fresh at a CCRI College Dining Services venues.
- Fresh-brewed coffee and tea products.
- Hot coffee, tea and chocolate.
- Soup.
- Water in 1-gallon or larger containers, including water coolers.
- Tap water. Or,
- Specialty Products.

An initial list of Beverages to be supplied by Contractor is attached to this Contract as **Appendix E**.

1.3 “Beverage Equipment” means Beverage vending machines, fountain dispensers, cold barrels, coolers and any other equipment for use in providing the Beverage Services and the sale of Beverages by the FSV and VSV.

1.4 “Beverage Services” means the supply, sale, and distribution of Beverages at CCRI and related activities, as further described in Sections 3.1 and 4 of this Agreement.

1.5 “Business Days” means Mondays through Fridays (excluding Saturdays and Sundays), excluding holidays on which CCRI is officially closed.

1.6 “Business Manager” means CCRI’s Controller or other designee.

1.7 “College” means a constituent unit of CCRI.

1.8 “Contract” means the following documents (each a “**Contract Document**”): (1) these Terms and Conditions, exhibits, tables, schedules, and appendices; (2) Contractor’s Proposal; (3) questionnaires, amendments, addenda and representations and affirmations of Contractor; (4) samples and any other information submitted by Contractor; (5) insurance documents; (6) The State of Rhode Island’s Standard Terms and Conditions, See, **Section 1**; (7) the advertisement(s); and (8) notice of award.

1.9 “Contractor” means the second party named above.

- 1.10** “**CCRI Marks**” means the name and logo(s) of CCRI, including the logos of each athletic team associated with CCRI.
- 1.11** “**Days**” means calendar days unless otherwise specified.
- 1.12** “**FSVs**” means the food service vendors operating at CCRI which are responsible for food service operations at CCRI, including retail food services at college cafeterias and faculty dining rooms. See, **Appendix B** for a list of the current FSVs.
- 1.13** “**Laws**” means all laws, regulations, rules, orders, requirements, and the like, of federal, state, and local governments, courts, governmental authorities, legislative bodies, boards, agencies, commissions, and the like which might pertain to CCRI.
- 1.14** “**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust or association.
- 1.15** “**Pouring Rights**” means the right to provide Beverage Services and Sponsorships.
- 1.16** “**Proposal**” means the information provided by Contractor pursuant to Section 3 – Proposal Format and Contents, of the RFP.
- 1.17** “**RFP**” means the request for proposals issued by CCRI for Pouring Rights.
- 1.18** “**Specialty Products**” means those products/items enumerated in **Appendix C**.
- 1.19** “**Sponsorships**” means those sponsorship opportunities described in Section 3.3 of this Agreement.
- 1.20** “**Staff**” means a Person or Persons furnished by Contractor to perform the work of this Contract. Staff include Contractor’s employees, partners, agents and representatives, as well as Persons engaged by Contractor as consultants, coordinators, independent contractors, subcontractors, franchisees or in any other capacity.
- 1.21** “**State**” means Rhode Island, if applicable.
- 1.22** “**Term**” has the meaning set forth in Section 3 below.
- 1.23** “**VSVs**” means CCRI’s beverage vending service vendors, which are responsible for vending machine operations at CCRI’s locations, including installation, operation and maintenance of snack vending machines and, in cooperation with Contractor, beverage vending machines. See **Appendix B** for a list of the current VSVs.

Section 2 – TERM

The term of this Contract will be either Five (5) Years or Ten (10) Years beginning on or about July 1, 2023 and ending on either June 30, 2028 or June 30, 2033 unless (i) mutually extended by written agreement of the parties, or (ii) sooner terminated as provided herein.

Section 3 – GRANT OF RIGHTS

3.1 Beverage Services License. Subject to the exceptions set forth in Section 3.4 below, RIC hereby grants to Contractor a license during the term of this Contract to provide Beverage Services at CCRI. The

license includes the following exclusive rights and responsibilities, as further described in Section 4:

3.1.1 To supply FSVs and VSVs with Beverages for resale at RIC locations. The current FSVs and VSVs are (and any successor FSVs and VSVs, will be required by their contracts with respect to CCRI to purchase from Contractor, all of their requirements for Beverages;

3.1.2 To supply, deliver, install, and repair all Beverage Equipment at CCRI; and

3.1.3 To supply FSVs with Beverage cups, containers, lids, and carbon dioxide, provided that Contractor's prices for such items are competitively priced. FSVs may use generic cups and lids and may purchase them and carbon dioxide from other suppliers if available at prices lower than those offered by Contractor.

3.2 Intellectual Property License and Sponsorship Rights

3.2.1 Subject to subsections 3.3.2 and 3.4 below, CCRI hereby grants to Contractor the exclusive right and license during the term of Contract to associate CCRI Marks with Beverages sold at CCRI. In connection with this license, Contractor will be the exclusive Beverage sponsor for CCRI athletics. Contractor will also enjoy other sponsorship rights as agreed upon between CCRI and the Contractor.

3.2.2 The concept for any sponsorship activity undertaken by Contractor pursuant to this Contract, and any artwork or other items created by Contractor for use in sponsorship activities or otherwise in accordance with the terms of this Contract, and any use of the CCRI Marks, is subject to prior written approval by CCRI.

3.3 Permitted Exceptions.

3.3.1 Contractor's exclusive rights under Sections 3.1 and 3.2 do not include and/or pertain to:

- (A) Advertising in CCRI college student newspapers and publications, or sponsorship of programs on any student-run CCRI college radio station.
- (B) NJCAA, Colonial States Athletic Conference, other member participant tournaments, or other groups hosted by CCRI, unless in the case where the Contractor has been granted exclusive beverage sponsor status or CCRI has the sole and exclusive authority to select an exclusive beverage provider.
- (C) The right to supply Beverages or Beverage Equipment at facilities and premises that are not CCRI locations.
- (D) Nothing in this Contract will prevent or prohibit on-campus consumption by students, faculty, staff or their guests of beverages competitive with Beverages supplied by Contractor and purchased outside a CCRI location for personal consumption or for consumption by their group, office, or organization and not for resale or distribution.

3.4 Specialty Products. See, Appendix C.

Section 4- SCOPE OF SERVICES

4.1 Product Mix and Pricing

4.1.1 The initial Beverage product and package mix are set forth in **Appendix E**. Contractor may not change product or package mix to be supplied to CCRI without CCRI's prior written consent.

4.1.2 Contractor shall sell Beverages to FSV at prices no higher than those set forth in **Appendix E**. Contractor must adhere to and maintain the price commitments and incentives listed in **Appendix E** for a minimum of Contract Years One and Two. Prices for the following years shall not increase more than the percentage of increase in the published National Account or Standard Wholesale price lists.

4.1.3 Introduction of new items and prices for them will be jointly determined by the Contractor and CCRI, and, as appropriate, applicable FSV and/or VSV, at the time of the introduction.

4.2 Beverage Equipment – General

4.2.1 Contractor must supply, deliver, install, and repair all Beverage Equipment at no cost to CCRI.

4.2.2 All Beverage Equipment is and will at all times remain the property of Contractor.

4.2.3 The specifications included in this Section 4.2 and Section 4.3 below are minimal. Nothing in this Contract will be deemed a bar to Contractor's provision of equipment or services of a higher quality.

4.2.4 CCRI, in consultation with its FSVs will determine the operating location of each fountain dispenser, cooler and other retail Beverage dispenser.

4.2.5 All fountain dispensers and/or flavor blending equipment with syrup cartridges must be of the most recent design of proven efficiency and include the following:

- (A) operate on a 1 or 2.5 or 3 or 5-gallon bag-in-the box (B.I.B.) design;
- (B) be 5, 6, or 8 head, high volume machines with the capacity to dispense ice from FSV's ice maker;
- (C) have the ability to dispense carbonated and non-carbonated water;
- (D) be equipped with locks and/or shut-off devices and filtered with a stainless steel, vented, double check valve backflow; and
- (E) be equipped with separate water supply shut-off.

4.2.6 Syrup must be packaged in 1, 2.5, 3 or 5-gallon B.I.B. containers and sealed in accordance with any and all health and sanitary codes.

4.2.7 Carbon dioxide (CO₂) tanks must be twenty (20) or fifty (50) pound capacity with capped faucet. Contractor must supply and refill tanks (to be paid for by FSV) throughout the life of the Contract.

4.2.8 All Beverage contact surfaces on Beverage Equipment must permit easy and full disassembly for routine cleaning and sanitizing.

4.2.9 At the time of installation, all Beverage coolers must be new, heavy-duty commercial, EnergyStar® qualified, and of the latest model available from a nationally known manufacturer.

4.3 Beverage Equipment - Beverage Vending Machines

4.3.1 *Number and Location.* Contractor must supply and deliver to the VSV no less than 20 Beverage vending machines to be located at CCRI.

4.3.2 *Technical Specifications.*

- (A) At the time of installation, each Beverage vending machine must be new, heavy duty commercial, and of the latest model available from a nationally known manufacturer.
- (B) Each Beverage vending machine must be installed with a non-resettable counter that correctly identifies the number of products dispensed and the amount of revenue received.
- (C) Each Beverage vending machine must accept coins and dollar bills and make change. Coin and bill accepters and changers must be Mars Electronics (MEI)/Conlux, Coinco®, or approved equal.
- (D) Each Beverage vending machine must include card readers that accept TouchNet card readers as well as credit, debit and “smart” cards.
- (E) Each Beverage vending machine must be user-friendly and EnergyStar® qualified.

4.3.3 *Installation.*

Contractor must coordinate the delivery of its Beverage vending machines with the VSV.

4.4 Staff

4.4.1 Contractor must provide an experienced and qualified Staff in numbers sufficient to ensure efficient, hygienic and orderly performance of the Beverage Services. Contractor’s Staff must maintain proper standards of courtesy, service and professionalism in dealing with the CCRI Community. Contractor will be responsible for obtaining satisfactory criminal history records checks on all employees, including sexual offenses, and reference checks for all of its employees and agents who will be providing services in restricted areas under the contract with CCRI. CCRI requires Contractor to obtain a minimum of the following screenings: Residency History, Social Security Verification, Current County Criminal Search, National Criminal Database and sex offender record check. Contractor will need to agree to verify, in writing, forwarded or delivered to CCRI, that such investigations were completed and the findings satisfactory.

4.4.2 Contractor must promptly remove and replace any Staff member that CCRI, in its sole judgment, deems to be unsatisfactory, subject to compliance with applicable legal requirements and any collective bargaining agreements to which Contractor may be a party.

4.4.3 Contractor's Staff must observe CCRI's rules, regulations and policies, as well as all applicable provisions of this Contract. Failure to do so is grounds for CCRI to require temporary or permanent removal of a Staff member from the CCRI location. Nothing in this Contract will be deemed to relieve Contractor from liability for any deficiencies in performance by Contractor's Staff.

4.4.4 Contractor's Staff must wear neat, clean and attractive uniforms appropriate to their positions while on duty. Contractor is responsible for all costs attendant to providing, cleaning and replacing such uniforms.

4.4.5 Contractor must designate an experienced and capable individual (the "Manager") who will be responsible at all times for implementation of this Contract. Manager will serve subject to approval by CCRI. Contractor must provide CCRI with the Manager's office telephone, facsimile, beeper and cell-phone numbers and e-mail address. Contractor must keep this information current at all times. In the absence of Manager, Contractor must designate an alternate Manager under the same terms and conditions. The intent of this provision is to give CCRI access at all times to an individual with full authority to make decisions on behalf of Contractor. Nothing in this section is intended to preclude CCRI from discussing matters relating to this Contract with any of Contractor's Staff.

4.5 Schedule.

Contractor must provide Beverage Services on a year-round basis, 24 hours-a-day, seven days-a-week. Per CCRI's agreement with surrounding neighborhoods, delivery times are restricted to the hours between 7:00 am to 7:00 pm. These times must be observed year-round with no exceptions.

4.6 Service and Maintenance

4.6.1 *Meetings with CCRI.* Contractor and representatives of the applicable FSV, VSV, RIC will meet from time to time to discuss administration of this Contract, evaluation of the Beverage Services and such other matters as may arise. Contractor agrees to provide monthly and annual sales data to CCRI, including case and syrup volumes, and shall honor all other reasonable data/data format requests by CCRI in a timely fashion.

4.6.2 *Preventative Maintenance.* Contractor must establish and abide by a preventative maintenance program for all Beverage Equipment.

4.6.3 Service Calls.

(A) *Fountain equipment.* Contractor must, at its own expense, maintain fountain equipment in good working order and must promptly make repairs. Contractor must maintain a 24-hour service hot-line, including weekends and holidays (excluding State and Federal holidays), for CCRI's and FSV use. Contractor must arrive to service fountain equipment within four hours of placement of a service call. Contractor must maintain a log of all service calls received and the disposition of each. This log must be available for CCRI's review.

(B) *Coolers and vending machines.* Contractor must, at its own expense, maintain coolers and vending machines, if applicable to Contractor, in good working order and must promptly make repairs. Contractor must maintain a 24-hour service hot-line, Monday through Friday (excluding State and Federal holidays), for CCRI's, FSV's and VSV's use. Contractor must arrive to service coolers and vending machines within four hours of placement of a service call. Contractor must

maintain a log of all service calls received and the disposition of each. This log must be available for CCRI's review.

- 4.6.4 *Replacement of Beverage Equipment.* Contractor must replace any Beverage Equipment that:
- (A) Cannot be returned to full service within seventy-two (72) hours of CCRI's or FSV's or VSV's first service call;
 - (B) Has frequently recurring maintenance and/or mechanical problems (For purposes of this section "frequently recurring" means prompting six (6) or more service calls within thirty (30) Days.); or (C) Is reaching its rated service life.

Any replacement Beverage Equipment must be of equal or superior quality to the Beverage Equipment originally installed as determined by CCRI in conjunction with Contractor.

4.7 Health, Wellness and Sustainability. Contractor agrees to work with CCRI to support and implement beverage industry trends and best practices regarding healthy and nutritious beverage products, as well as campus awareness campaigns and initiatives related to sustainability.

Section 5 - ROYALTIES AND FINANCIAL REQUIREMENTS

5.1 **Royalties**

5.1.1 See and Complete Appendix G: Financial Proposal on page 37 of this RFP.

5.2 Form of Payment. All payments made pursuant to this Contract must be made by check or ACH Payment to: payable to Community College of Rhode Island, Department of Administration and Finance, Office of the Controller, 400 East Avenue, Warwick, Rhode Island 02866. ATTN: David Rawlinson, Controller.

5.2.1 Delinquent payments are subject to a late payment fee of one-and-one-half percent (1-1/2%) per month, or portion thereof, of any balance due.

5.2.2 Contractor must maintain complete, accurate and separate books of account together with appropriate, detailed, supporting data and documents, in accordance with generally accepted accounting principles, for all transactions relating to Beverage Services (the "Records").

5.2.3 CCRI or its auditors may inspect and review Records, and may require Contractor to furnish such other financial information related to the Beverage Services, as CCRI deems appropriate. In the event of any question as to the dollar amounts due CCRI or Contractor, the decision of CCRI's auditors will be final and binding upon both parties to this Contract.

5.2.4 The receipt or acceptance by CCRI of any statements furnished or payments made hereunder to CCRI (or the cashing of any royalty or commission checks paid hereunder) shall not preclude CCRI from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by Contractor and the appropriate payment shall be made by Contractor.

5.3 Meetings. CCRI and Contractor will meet from time to time at either party's request to review reports, explain deficiencies, discuss problems and mutually agree on courses of action to improve the results of the Beverage Services.

APPENDIX B: SALES STATISTICS

The following are representative beverage purchases by CCRI, for twelve-month period from July 1, 2019 to June 30, 2020. Beverage vending information is also included.

Type of Beverage		Total Number of Cases	Total Number of Syrup Gallons
Warwick, Lincoln, Providence and Newport		4280	
			N/A

Fountain: Gallons of Syrup BIB			55
Total Annual Units: Cases + Gallons of Syrup BIB		4280	55

Note: These numbers are not reflected of general sales because of the impact of operating under COVID regulations

These numbers are given as a guide only and are not a guarantee of future volume or sales.

Dining Locations Include: Warwick Café, Lincoln Café, Providence Cafe, Athletic Department, Catering Services and Special Event Kiosks.

Vending: Approximately 30 Beverage Vending Machines Located on Campus.

APPENDIX C: SPECIALTY PRODUCTS

Contractor: List Comparable Products, if Available, to those Listed Below:

The below list is illustrative:

Muscle Milk®.

Starbucks Bottled Coffee Drinks®.

Del's Lemonade.

Rockstar Energy Drinks.

Naked Juice.

Milk Beverages.

Kevita Beverages.

Nesquick Drinks.
IZZE Drinks.
Sambazon Acai Energy.
So Delicious Vanilla Almond Milk.
Chocolate Soy Milk.
Silk BIB Soy Milk.
POM 100% Pomegranate Juice.
Bolt House Farm Juices.
Coconut Waters.
Bottled or Canned Milkshakes.
Bottled Smoothies.
Fresh Squeezed Juices.

APPENDIX D

ITEM	Size	Vending Product Price	Commission % Gross Sales
Soda	20 oz	2.15	30%
Water	20 oz	2.15	30%
Juice	16 oz	2.50	30%
Candy-Large	Varies	1.75	30%
Candy-Small	Varies	1.50	30%
Gum & Mints	Varies	1.60	30%
Cookies	Varies	1.60	30%
Crackers	Varies	1.35	30%
Pastry	Varies	1.60	30%
Trail Mix	Varies	1.60	30%
Chips	Varies	1.60	30%

Peanuts/Nuts	Varies	1.50	30%
Energy Drinks	20 oz	3.25	30%
Iced Tea	20 oz	2.00	30%

APPENDIX E: BEVERAGE PRICING PROPOSAL FORM

To Be Completed by Proposer:

<i>Name of Product</i>	<i>Case Count & Bottle/Can Size or Syrup Size in Gallons</i>	<i>Price Per Case or Per Gallon of Syrup</i>	<i>Low/Zero Sugar- If Available</i>	<i>Real Fruit- If Available</i>	<i>Other characteristics (explain) “healthy”</i>
<i>20oz Carbonated Soft Drinks</i>					
<i>20oz Waters, Plain, Sparkling & Flavored</i>					
<i>20oz Sports Drinks</i>					

<i>Other Sports Drink Sizes</i>					
<i>Other Specialty Waters (Vitamin, Smart, Coconut, Sobe)</i>					
<i>Energy Drinks</i>					
<i>20oz Teas</i>					
<i>Other Sizes of Teas, Drinks,</i>					
<i>12oz Cans of Sodas, Teas</i>					
<i>Other Types of Products</i>					
<i>Fountain Products & BIB Gallon Sizes</i>					

***Also Provide a Complete List of Available Products in Contractor's Response.**

***Will Contractor agree to fix product pricing for a 2-year term, and limit product pricing increases to a fixed amount, not to exceed an amount.**

***State pricing for cups, lids and C02 tank pricing.**

APPENDIX F: REFERENCE FORM

To Be Completed by Proposer

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	
CLIENT FOR WHOM SERVICES WERE PERFORMED:	
CONTACT NAME:	
PHONE NUMBER:	
E-MAIL ADDRESS:	

NATURE OF CLIENT'S BUSINESS:	
DATES DURING WHICH SERVICES WERE PROVIDED TO CLIENT:	
COMPLEXITY OF CLIENT'S BUSINESS (REVENUES, NUMBER OF LOCATIONS ETC.):	
STAFF PROPOSED TO WORK ON RIC'S PROJECT THAT WORKED FOR THIS CLIENT:	

APPENDIX G: FINANCIAL PROPOSAL

To Be Completed by the Proposer

I. Upfront one-time Signing Bonus:

10-Year Option: \$_____.

5-Year Option: \$_____.

II. Guaranteed Annual Royalty Payment (non-volume related):

10-Year Option: \$_____.

5-Year Option: \$_____.

III. Additional Annual Per Case Royalty:_____. If this royalty will increase from Contract year to Contract year, provide a chart for each year of the Contract. _____.

IV. Annual Cases of Donated Product, Product Type and Quantity of Cases:
_____.

V. Other Royalties and Consideration. Use additional sheets if necessary. Include:

- Promotional products/programs to be offered;
- A proposal for using CCRI Marks and suggested sponsorship activities, including but not limited to CCRI Athletic sponsorship;
- CCRI Foundation Annual Scholarship
- Any other marketing promotions, such as banners, scoreboards, etc.;
- Career development program, including internships;
- Truck back advertising, can imprinting, etc;
- Full-Time Employment for CCRI Graduates;
- Scholarships; and
- Any discounts, incentives or other financial or other consideration that Contractor wishes to offer.

Section 1 – Coin Operated Food & Snack Vending Machines

Part 1 – Is a single dollar amount bid, to be paid in two equal installments on the first business day of July, each year of the five-year contract, and any subsequent years for the rights to the business specified in the Section being bid.

\$_____ shall be made for all sales during the first year of the contract.

\$_____ shall be made for all sales during the second year of the contract.

\$_____ shall be made for all sales during the third year of the contract.

\$_____ shall be made for all sales during the third year of the contract.

\$_____ shall be made for all sales during the fifth year of the contract.

Value of subsequent payments shall be negotiated at time extension is approved.

**Part 2 _____% of gross receipts, on gross receipts above
\$_____.**

Part 3 – Additional Incentives and/or Sponsorship Opportunities

Part 4: List of products to be offered and selling prices. This is to be provided under separate cover. It should include product name, weight/size and selling price

APPENDIX H

MBE/WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN



**STATE OF RHODE ISLAND AND PROVIDENCE
PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL PROVIDENCE,**

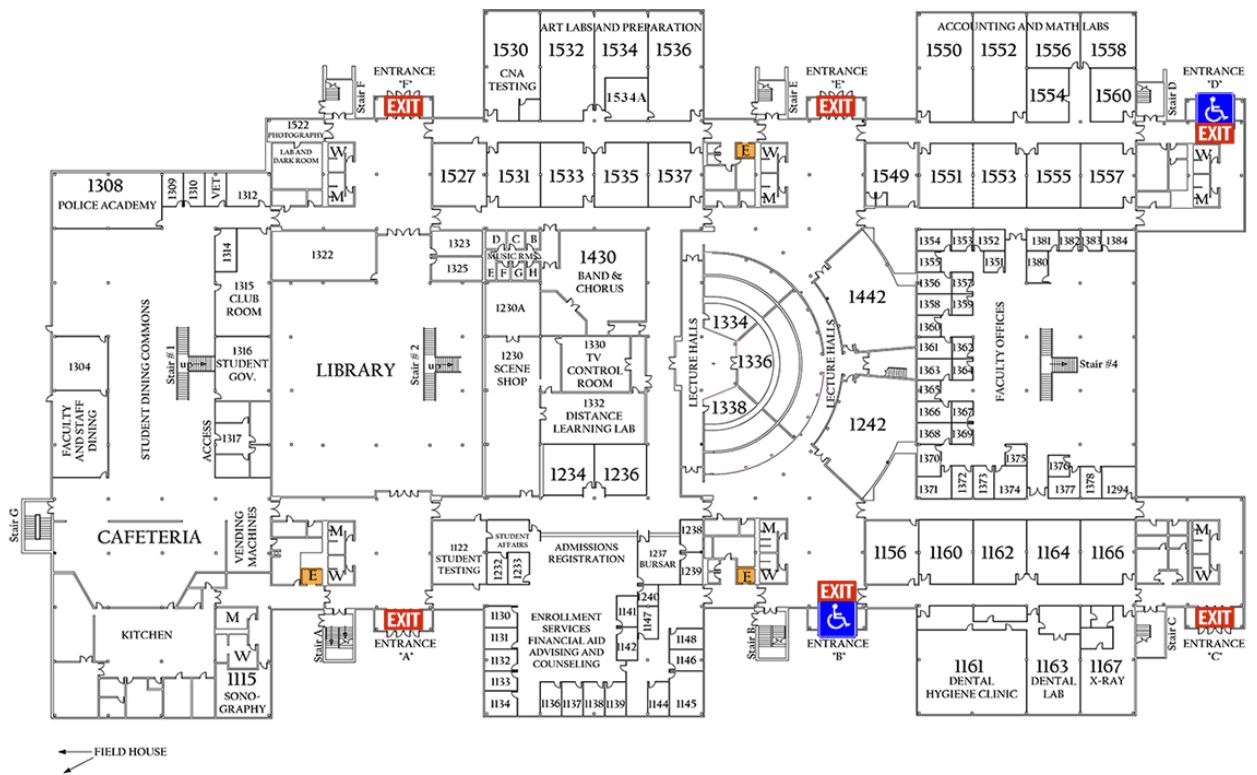
MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN
Bidder's Name:
Bidder's Address:
Point of Contact:
Telephone:
Email:
Solicitation No.:
Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

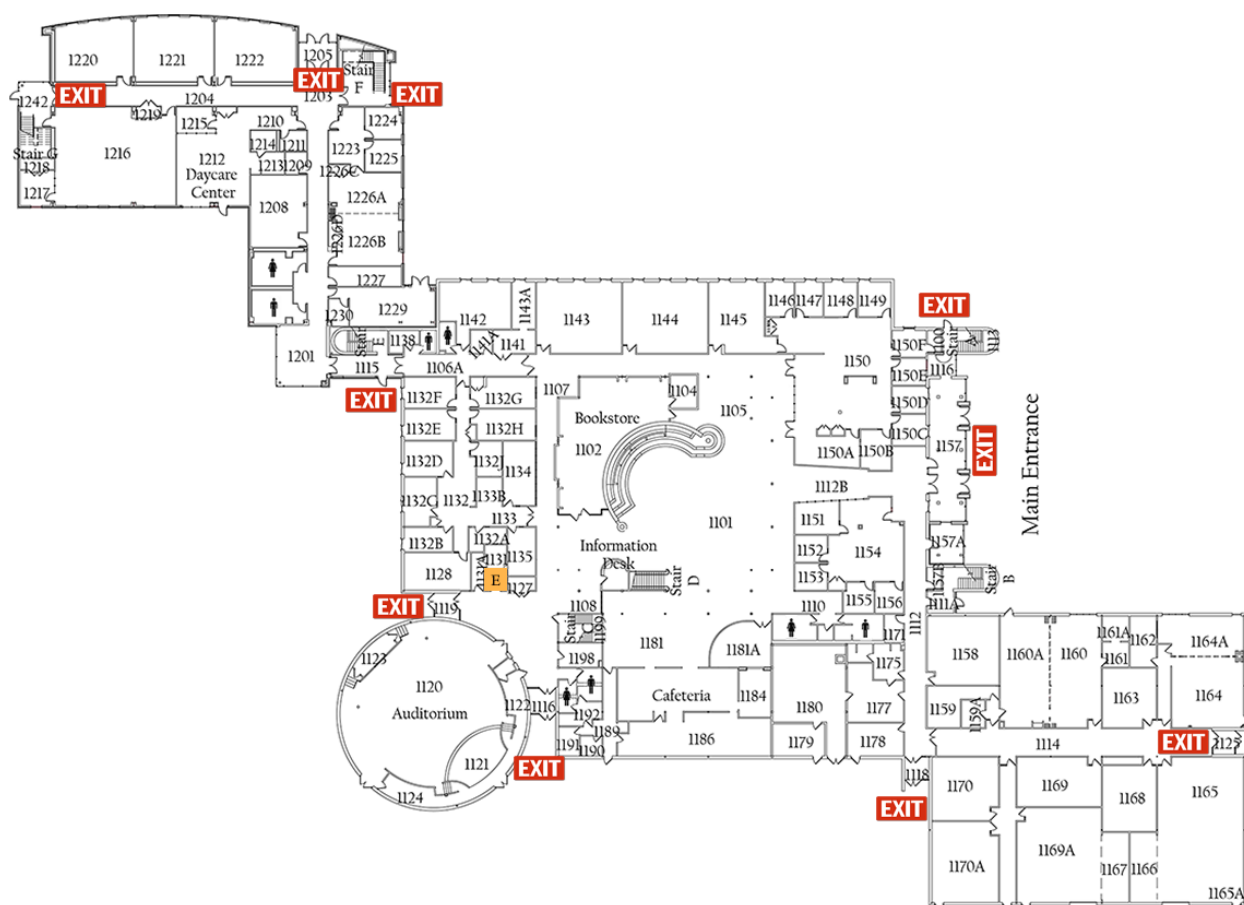
Name of Subcontractor/Supplier:					
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Disability Business Enterprise				
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:					
Total Contract Value (\$):		Subcontract Value (\$):		ISBE Participation Rate (%):	
Anticipated Date of Performance:					

APPENDIX I **Pictures and Community College of Rhode Island College Map**

Warwick Campus



Providence Campus



Newport Campus

