

10/10/17



**RHODE ISLAND
COLLEGE**

PURCHASING DEPARTMENT
600 Mt. Pleasant Avenue, Building #5
Providence, Rhode Island 02908
Phone: 401-456-8047 Fax: 401-456-8528

INVITATION TO BID

SOLICITATION NUMBER: **44610**
SOLICITATION TITLE: **POURING RIGHTS**

BID PROPOSAL SUBMISSION DEADLINE: November 9, 2017 at 2:00 PM

SURETY REQUIRED: NO

BOND REQUIRED: NO

Note to Bidders: Questions concerning this solicitation may be emailed to jcimorelli@ric.edu no later than 10/25/17 @ 3:00 PM (EST). Please reference the Bid # on all correspondence. Questions received if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.

FEIN: _____
VENDOR NAME: _____
ADDRESS: _____
TELEPHONE: _____
FAX: _____
CONTACT PERSON: _____
EMAIL: _____
TITLE: _____

NOTICE TO VENDORS:

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulations 5.11, and in addition, for highway and bridge projects, also see Procurement Regulations 5.13, accessible at www.purchasing.ri.gov .

SECTION 2 —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 1-4, and if “Yes,” provide details below

___ 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. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.

Disclosure details (continue on additional sheet if necessary):

SECTION 3 – OWNERSHIP DISCLOSURE

Bidders must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle 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.

SECTION 4 – CERTIFICATIONS

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

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

THE BIDDER CERTIFIES THAT:

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

____ 3. The Bidder will maintain all required licenses 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 State Purchasing Agent in writing.

____ 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in the 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, principles, 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 reviews this solicitation 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 Bidder Certification 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

RETURN OF BID INVITATION - Bids must be mailed/delivered to RHODE ISLAND COLLEGE PURCHASING DEPARTMENT, BUILDING #5 in a sealed envelope furnished, by the time and date specified for the opening of responses. Bids misdirected to other locations or which are not present at the time of opening for whatever cause will be considered to be late, and will be returned unopened. For the purposes of this requirement the official time and date shall be that of the date/time stamp in the reception area.

State of Rhode Island
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)

--	--	--

Employer ID No. (EIN)

--	--

NAME

ADDRESS

(REMITTANCE ADDRESS, IF DIFFERENT) _____

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 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 (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE _____ TITLE _____ DATE _____ TEL NO. _____

BUSINESS DESIGNATION:

Please Check One: Individual Medical Services Corporation Government/Nonprofit Corporation
Partnership Corporation Trust/Estate Legal Services Corporation

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. 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 T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

Mail to: Rhode Island College, Purchasing Department, Building #5
600 Mt. Pleasant Avenue, Providence, RI 02908

**REQUESTS FOR PROPOSALS
RHODE ISLAND COLLEGE
POURING RIGHTS**

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1. INTRODUCTION

1.1. General.

Rhode Island College, is soliciting proposals from qualified firms to provide Pouring Rights services, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.purchasing.ri.gov.

The initial contract period will be begin approximately January 1, 2018 - December 31, 2023. Contracts may be renewed for up to five additional 12-month periods based on vendor performance and approval by Rhode Island College to renew.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

This RFP addresses Pouring Rights, described generally below and in greater detail in the Terms and Conditions of the Contract (**Appendix A**). Pouring Rights refers to the exclusive right to supply all carbonated and non-carbonated non-alcoholic beverages as described and defined, in Section 1.3.1 on page 8, for resale, distribution, and merchandising to and at Rhode Island College (“RIC”), including any and all RIC Campus Sites and Locations. The selected company (“Contractor or Proposer”) will be expected to create a comprehensive, integrated beverage program that will increase customer satisfaction by providing quality products and state-of-the-art equipment, while achieving growth and profitability in beverage sales at RIC. A list of current Food Services Vendors (RIC Dining) and Vending Services Vendor (Foley Food Service) is attached as (**Appendix B**).

Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.

4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment

opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at Krystal.Waters@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract

price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov. For further information, visit the Office of Diversity, Equity & Opportunity’s website at: <http://odeo.ri.gov/> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. For further information, visit the Office of Diversity, Equity & Opportunity’s website at: <http://odeo.ri.gov/> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1.

1.2. Rhode Island College Overview

- 1.2.1 Rhode Island College is a coeducational, state supported comprehensive college founded in 1854, as is located on 180 acres in Providence, Rhode Island. Rhode Island College is the oldest of the three public institutions of higher education that operate under the aegis of the State’s Board of Education. The other two institutions are the University of Rhode Island and the Community College of Rhode Island. RIC was first established by the Rhode Island General Assembly in 1854 as the Rhode Island State Normal School, one of the nation’s first teacher preparatory schools.
- 1.2.2 The student body is comprised of approximately 9,000 undergraduate and graduate students. Classes are taught by over 760 full-time and part-time professional educators and approximately 600 staff members. RIC has capacity for 1,182 Residents and is currently reviewing the feasibility of increasing this capacity. All Residents are required to participate in the Residential Meal Program. College Dining Services (“CDS”) is the exclusive provider of food, beverages and related services on campus. Primary venues include the Donovan Dining Center, the Student Union, the Café, and the Galley, located in Building 3 on the East Campus. In addition RIC College Dining Services provides catering services throughout the campus, special event kiosks at various performing arts venues, and food services provided at the Henry Barnard Elementary School.
- 1.2.3 Undergraduate degrees offered: Bachelor of Arts, Bachelor of Fine Arts, Bachelor of Science, Bachelor of Music, Bachelor of Science in Nursing and Bachelor of Social Work.
- 1.2.4 RIC is a member of NCAA Division III and fields 12 varsity teams for women and 9 varsity teams for men and RIC competes in the Little East Conference. Approximately 350 students participate in varsity sports. Athletic and recreational facilities include the Murray Center, the Recreation Center, Pontarelli Field, Bazar Softball Complex, a competitive outdoor spectator stadium seating 4,000 and a practice complex. The intercollegiate athletics program is consistently ranked in the top 30% in the nation of the NACDA Director’s Cup. In addition to the more than 100 home events RIC is host to hundreds of non-RIC athletic events and activities involving thousands of participants and spectators. These athletic events and activities include: Rhode Island USA Gymnastics Meets,

National Prep School Invitational Basketball Tournament, AAU Basketball and Volleyball Tournaments, and Rhode Island State Interscholastic Baseball, Softball and Soccer Championships.

- 1.2.5 Roberts Hall and the Nazarian Center which house three major performance venues: a 943-seat auditorium, a 422-seat concert hall, a flexible black-box theatre with a maximum seating capacity of 200 and Gaige Hall. RIC's campus is rated as 2nd safest campus in New England, the School of Nursing ranked in the top 15% in the nation, MSW program is the 8th most selective in the nation. Additional data regarding RIC is available on RIC's website: <http://www.ric.edu>. **Appendix I references Pictures and the Rhode Island College Campus Map**

All campus dining and food service operations are self-operated by RIC and current beverage vending services are provided by Foley Food Service. Pepsi and Coke products are vended and Coke beverages are served in the dining areas and Pepsi beverages by the Athletic Department. During the term of the contract, at least for the immediate future, Foley Food Service will continue to vend beverages; however, Foley will be required to purchase qualifying beverages from the selected Exclusive Beverage Contractor.

- 1.2.6 The Contractor will be granted the exclusive right, license and obligation to:
- 1.2.6.1 Supply RIC's dining and food services provider(s), (e.g. Department of Athletics, Barnes and Noble), current and/or in the future, and RIC'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.
- 1.2.6.2 Supply, deliver, install and repair all beverage equipment at RIC.
- 1.2.6.3 Supply RIC'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 RIC.
- 1.2.7 The Contractor will also be granted the exclusive right and license to negotiate certain RIC trademarks with beverages sold at RIC.
- 1.2.8 With respect to newly developed, produced or purchased products, not available as of the date an Agreement is entered into between RIC and the Contractor, both parties mutually agree to discuss the availability of these products and any additional terms and conditions regarding their availability at RIC.
- 1.2.9 The Contractor may be granted such other rights and licenses, as proposed by Contractor and accepted by RIC. 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 RIC, subject to an approved proposal.

1.2.10 The Contractor's exclusive rights will not include or pertain to:

1.2.10.1 Advertising in college student newspapers and publications, or sponsorship of programs on any student-run college radio station.

1.2.10.2 NCAA, Little East Conference, other member participant tournaments, or other groups hosted by RIC, unless in the case where the Contractor has been granted exclusive beverage sponsor status or RIC has the sole and exclusive authority to select an exclusive beverage provider.

1.2.11 Nothing in the Contract shall prevent or prohibit on-campus consumption by RIC students, faculty, staff or their guests of beverages competitive with beverages supplied by Contractor and purchased outside a RIC location for personal consumption or for consumption by their group, office, or organization, and not for resale or distribution.

1.2.12 RIC 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 RIC, RIC 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.

1.2.13 Assignment to Auxiliary Enterprise Corporations. This RFP covers Pouring Rights for RIC. However, after any award of a Contract, RIC reserves the right to assign its Contract rights to one or more auxiliary enterprise corporations or RIC'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 RIC and associated merchandising activities. "Beverages" are defined as carbonated and non-carbonated natural or artificially flavored non-alcoholic sodas, fruit juices (except non-carbonated 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 RIC's premises, "smoothies" that are made fresh at RIC and are made from frozen fruit products and blended with fruit, vegetables or yogurt, or Beverages served at RIC whose operations are independent and not under the control or direction of RIC.

1.3.2 This RFP specifies the qualifications, services, responsibilities, and other pertinent information related to Pouring Rights.

1.3.3 See, **Appendix D**, for information regarding representative beverage sales statistics for the period from July 1, 2016 to June 30, 2017. 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 RIC 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 January 1, 2018 - December 31, 2023. Contracts may be renewed for up to five additional 12-month periods based on vendor performance and approval by Rhode Island College to renew as determined in RIC'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 RIC.

- 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 RIC, 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 RIC 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 RIC 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 RIC. 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 RIC. RIC 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 RIC, 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 RIC, including coolers, vending machines (to on-site Vending Company-Foley Food Services), 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 CBORD card readers (or any future replacement), as well as the capability to accept credit, debit, and “smart” cards, ApplePay (including RIC’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 RIC 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.

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. RIC 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. RIC 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 RIC have any conflicts of interest with RIC, 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 RIC by the Proposal Due Date: **November 9, 2017 @ 2:00 PM**

- 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 “RIC 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 “RIC 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 RIC. 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. RIC 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 RIC'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 RIC'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 CBORD card (or

any future replacement) as well as credit, debit, ApplePay and “smart” cards (including “RIC’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 “RIC 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**. RIC has entered into a vending agreement for beverages and snacks with Foley Food Service and will continue to do so for the anticipated term of the proposed Pouring Rights Agreement with either Foley Food Services or another Beverage and Snack Vending Company. However, Foley Food Service, or any other vending company selected to vend at RIC, will be required to purchase beverages from the selected Contractor and will be required to vend those beverages purchased from the selected Contractor at RIC on an exclusive basis according to the terms and conditions of the Pouring Rights Agreement to be entered into between RIC 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 RIC 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 RIC’s Marks and suggested sponsorship activities, including but not limited to RIC sponsorship; with particular emphasis on sponsorship of RIC Athletics.**
- (F) **Any other marketing promotions, such as banners, scoreboards, etc;**
- (G) **Career development program, including internships and full-time employment positions for RIC 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 RIC by **November 9, 2017 @ 2:00 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 RIC 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 RIC may result in rejection of such proposal as unacceptable.
 - RIC reserves the right to require full acceptance of **Appendix A and Instructions and Notifications to Offerors referenced in Section 1 of the RFP**

4. PROPOSAL EVALUATION

4.1. Overview

- 4.1.1. Proposal Evaluation shall be administered by RIC evaluation committee.
- 4.1.2. Proposers are required to submit all documents WITH THEIR PROPOSALS.
- 4.1.3. Proposals will be evaluated by RIC 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 RIC. RIC 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

RIC 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

RIC 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 RIC deems such omissions non-material. RIC 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 RIC. Proposers shall not be allowed to change their Proposals during or after this presentation unless responding to a request from RIC. 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 RIC’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

RIC reserves the right to request Best and Final Offers (“BAFOs”) after the Oral Presentations have been conducted. Should RIC exercise this right, RIC will request a BAFO from each Short-Listed Proposer. RIC 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 RIC for Contract award.

- 4.4.1. Your proposal must be received by RIC by 2:00 PM Eastern Standard Time (EST) on Thursday, November 9, 2017. Proposals should be mailed or hand-delivered in a sealed envelope marked “**RFP 44610**” to:

➤ **Jessica Cimorelli**
Director of Purchasing
Rhode Island College
600 Mt. Pleasant Avenue
Providence, Rhode Island 02908
401-456-8047
jcimorelli@ric.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) RIC accepts no responsibility for Proposals left at any other location.
- (B) RIC 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 Rhode Island College Purchasing Office, jcmorelli@ric.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 # 44610 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 RIC 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 RIC 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 RIC, 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. RIC 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 RIC 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 RIC.

- 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 RIC's prior written approval.
- 4.7.5 Proposers may not use the name or trademark, service mark, or other proprietary mark or logo of RIC without RIC'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, RIC will assume that a Proposer agrees to the Terms and Conditions. RIC 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 RIC, and Proposer assumes full responsibility to provide goods and/or services as specified herein pursuant to its Proposal, if accepted by RIC.
- 4.7.8 All Proposals, upon submission to RIC, 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 RIC 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 RIC does not indicate that RIC has reviewed the Proposer's qualifications to receive a Contract award. RIC shall review the Proposal and make a determination of 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 RIC to award a contract for any services.
- 4.7.12 Any contract award shall be subject to all required RIC approvals. RIC shall have no obligation or liability whatsoever to the Proposer selected as result of this solicitation unless and until a Contract satisfactory to RIC 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 RIC to enter into a Contract with a Proposer until all Terms and Conditions are negotiated and acceptable to RIC.

- 4.7.14 The selected Proposer shall possess the requisite business integrity justifying the confidence of RIC; 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, RIC 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 RIC, contains unbalanced prices. Or,
 - 4.8.1.7 A determination that the Proposer is not “responsible” as defined by RIC 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.
- 4.8.5 To negotiate modifications to the scope, Contract terms and conditions and consideration with the selected Proposer prior to contract award.
- 4.8.6 To reject Proposals containing material deviations and/or (b) permit Proposer(s) to amend one or more non-material items in their Proposal(s) to comply with this RFP and/or (c) waive or modify minor irregularities in Proposals.
- 4.8.7 To seek clarifications concerning Proposals.
- 4.8.8 To amend the RFP after its Release Date upon appropriate notification.
- 4.8.9 To issue Requests for Additional Information (“RFAs”) to Proposers.

- 4.8.10 To require Short-Listed Proposers to attend Oral Presentations.
- 4.8.11 To issue additional questions to Short-Listed Proposers; the answers to which shall be returned to RIC in writing and become part of the Short-Listed Proposers' Proposals.
- 4.8.12 To allow evaluators to include in their final score the evaluation of the answers to the additional questions and such additional materials as Proposers provide.
- 4.8.13 To contact all Proposer references during the Proposal Evaluation process.
- 4.8.14 To ask Short-Listed Proposers for Best and Final Offers.
- 4.8.15 To terminate negotiations with a prospective awardee if negotiations of legal terms and conditions above are unsuccessful.
- 4.8.16 Upon terminating negotiations to negotiate with the next highest Short-Listed Proposer.

APPENDIX A: TERMS AND CONDITIONS OF CONTRACT

THIS AGREEMENT is made by and between Rhode Island College (“RIC”) and the company identified on the Contract Signature Page (“Contractor”). In consideration of the mutual stipulations and covenants herein contained, RIC 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 RIC through its representative.
- 1.2** “**Beverage**” means all carbonated and non-carbonated natural or artificially flavored non-alcoholic 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 RIC 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 RIC 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 RIC is officially closed.
- 1.6 “**Business Manager**” means RIC’s Controller or other designee.
- 1.7 “**College**” means a constituent unit of RIC.
- 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 “**RIC Marks**” means the name and logo(s) of RIC, including the logos of each athletic team associated with RIC.
- 1.11 “**Days**” means calendar days unless otherwise specified.
- 1.12 “**FSVs**” means the food service vendors operating at RIC which are responsible for food service operations at RIC, 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 RIC.
- 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 RIC 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 RIC's beverage vending service vendors, which are responsible for vending machine operations at RIC'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 January 1, 2018 and ending on either December 31, 2023 or December 31, 2028 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 RIC. 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 RIC to purchase from Contractor, all of their requirements for Beverages;
 - 3.1.2 To supply, deliver, install, and repair all Beverage Equipment at RIC; 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, RIC hereby grants to Contractor the exclusive right and license during the term of Contract to associate RIC Marks with Beverages sold at RIC. In connection with this license, Contractor will be the exclusive Beverage sponsor for RIC athletics. Contractor will also enjoy other sponsorship rights as agreed

upon between RIC 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 RIC Marks, is subject to prior written approval by RIC.

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 RIC college student newspapers and publications, or sponsorship of programs on any student-run RIC college radio station.
- (B) NCAA, Little East Conference, other member participant tournaments, or other groups hosted by RIC, unless in the case where the Contractor has been granted exclusive beverage sponsor status or RIC 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 RIC 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 RIC 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 RIC without RIC'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 RIC, 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 RIC.
- 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 RIC, 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 RIC.

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 CBORD 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 RIC 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 RIC. RIC 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 RIC, that such investigations were completed and the findings satisfactory.
- 4.4.2 Contractor must promptly remove and replace any Staff member that RIC, 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 RIC's rules, regulations and policies, as well as all applicable provisions of this Contract. Failure to do so is grounds for RIC to require temporary or permanent removal of a Staff member from the RIC 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 RIC. Contractor must provide RIC 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 RIC 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 RIC 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 RIC'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 RIC.* 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 RIC, including case and syrup volumes, and shall honor all other reasonable data/data format requests by RIC 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 RIC'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 RIC'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 RIC'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 RIC'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 RIC'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 RIC in conjunction with Contractor.

- 4.7 Health, Wellness and Sustainability.** Contractor agrees to work with RIC 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 Rhode Island College, Department of Administration and Finance, Office of the Controller, 600 Mt. Pleasant Avenue, Providence, Rhode Island 02980-1991. ATTN: Stephen J. Nedder, 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 RIC or its auditors may inspect and review Records, and may require Contractor to furnish such other financial information related to the Beverage Services, as RIC deems appropriate. In the event of any question as to the dollar amounts due RIC or Contractor, the decision of RIC's auditors will be final and binding upon both parties to this Contract.

5.2.4 The receipt or acceptance by RIC of any statements furnished or payments made hereunder to RIC (or the cashing of any royalty or commission checks paid hereunder) shall not preclude RIC 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. RIC 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: VENDING SERVICE CONTRACT

Service Agreement

Date 5-24-17

Client Name Rhode Island College

Address 600 Mt. Pleasant Ave. Providence, RI. 02908

1. **Service Authorization:** Client hereby grants to R.M. Foley Inc. (Foley) the exclusive right to provide the following services for client:
 - Vending Machine
 - Office Coffee Supplies
 - POS Open Market
2. **Service Conditions:**
 - A. **Equipment:** Foley will provide equipment necessary to provide services on client's premises. Foley shall remain the owner of all equipment, shall make all necessary repairs to such equipment and shall provide all necessary maintenance for such equipment to keep it in good working order.
 - B. **Utilities:** Client agrees to provide all necessary utilities to a point within five feet (5') of each item of automatic vending and related equipment.
 - C. **Personnel:** Foley shall provide trained, uniformed personnel to properly service the vending and related equipment. Employees of Foley will be subject to the rules and regulations of Client while on Client's premises.
3. **Insurance:** Foley shall provide workers' compensation insurance as required by law. In addition, Foley shall carry comprehensive general liability insurance with a general aggregate limit of \$2,000,000 including products; automobile liability insurance with a combined single limit of \$1,000,000; and umbrella liability with an aggregate limit of \$5,000,000.
4. **Term:** The term of this Agreement is for (5) year/s commencing on the installation date. This agreement shall then renew itself automatically for one year periods unless either party notifies the other of its intention to not renew. Such notice must be given at least 60 days but not more than 90 days before the end of any term.
5. **Licenses, Permits and Taxes:** Foley will obtain and pay for all federal, state and local licenses and permits required for the service provided, as well as collect and pay all federal, state and local sales, use and excise taxes attributable to the service provided.
6. **Termination:** If during the term of this agreement, Foley fails to perform as set forth in this agreement, the Client will give notice to Foley stating the nature of the deficiency and demanding that a meeting be held to discuss the deficiency. At this meeting a mutual agreement will be reached and outlined in written form as to what corrective measures must be taken within 30 days to reestablish a satisfactory performance level. If at the end of this 30-day period Foley has not taken corrective measures in order to perform at the standards mutually agreed upon, then the Client may terminate this Agreement upon 30 days' notice.
7. **Notice:** All notices required to be provided under this Agreement shall be in writing and must be sent registered mailed to:

Stephen Foley
RM Foley Inc
180 Kerry Place
Norwood MA 02062
8. **Exclusive Beverages:** In the event that R.I.C. enters into an exclusive beverage contract with a national provider during the term of this agreement, Foley agrees to exclusively provide the authorized beverage providers products on the RIC campus.

Client accepts the terms and conditions of this Agreement:


Accepted on behalf of Client

By 

Print David Gingarella

Title VP of Admin + Finance / CFO

Accepted on behalf of R.M. Foley Inc.

By 

Print Fred Speroni

Title General Manager



ATTACHMENT A

MINIMUM MONTHLY COMMISSION GUARANTEE (12 MONTHS OF YEAR)		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		\$3250.00		\$3250.00		\$3250.00		\$3250.00		\$3250.00	
COMMISSION % OF GROSS SALES		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
ITEM	SIZE	VENDED PRODUCT PRICE	COMMISSION % OF GROSS SALES	VENDED PRODUCT PRICE	COMMISSION % OF GROSS SALES	VENDED PRODUCT PRICE	COMMISSION % OF GROSS SALES	VENDED PRODUCT PRICE	COMMISSION % OF GROSS SALES	VENDED PRODUCT PRICE	COMMISSION % OF GROSS SALES
SODA	20oz	\$2.00	% 27.1	\$2.00	% 27.1	\$2.00	% 27.1	\$2.15	% 27.1	\$2.15	% 27.1
JUICE	16oz	\$2.25	% 27.1	\$2.25	% 27.1	\$2.25	% 27.1	\$2.50	% 27.1	\$2.50	% 27.1
WATER	20oz	\$2.00	% 27.1	\$2.00	% 27.1	\$2.00	% 27.1	\$2.15	% 27.1	\$2.15	% 27.1
CANDY- LARGE	VARIABLES	\$1.50	% 27.1	\$1.50	% 27.1	\$1.50	% 27.1	\$1.75	% 27.1	\$1.75	% 27.1
CANDY- SMALL	VARIABLES	\$1.35	% 27.1	\$1.35	% 27.1	\$1.35	% 27.1	\$1.50	% 27.1	\$1.50	% 27.1
GUM & MINTS	VARIABLES	\$1.50	% 27.1	\$1.50	% 27.1	\$1.50	% 27.1	\$1.60	% 27.1	\$1.60	% 27.1
COOKIES	VARIABLES	\$1.50	% 27.1	\$1.50	% 27.1	\$1.50	% 27.1	\$1.60	% 27.1	\$1.60	% 27.1
CRACKERS	VARIABLES	\$1.35	% 27.1	\$1.35	% 27.1	\$1.35	% 27.1	\$1.35	% 27.1	\$1.35	% 27.1
PASTRY	VARIABLES	\$1.50	% 27.1	\$1.50	% 27.1	\$1.50	% 27.1	\$1.60	% 27.1	\$1.60	% 27.1
TRAIL MIX	VARIABLES	\$1.50	% 27.1	\$1.50	% 27.1	\$1.50	% 27.1	\$1.60	% 27.1	\$1.60	% 27.1
PEANUTS/NUTS	VARIABLES	\$1.35	% 27.1	\$1.35	% 27.1	\$1.35	% 27.1	\$1.50	% 27.1	\$1.50	% 27.1
OTHER ADDITIONAL PRODUCTS BEING INTERNALLY REQUESTED											
ENERGY DRINK	16oz	\$3.25	% 27.1	\$3.25	% 27.1	\$3.25	% 27.1	\$3.25	% 27.1	\$3.25	% 27.1
ISOTONIC	16-20oz	\$2.25	% 27.1	\$2.25	% 27.1	\$2.25	% 27.1	\$2.50	% 27.1	\$2.50	% 27.1
ICED TEA	20oz	\$2.00	% 27.1	\$2.00	% 27.1	\$2.00	% 27.1	\$2.00	% 27.1	\$2.00	% 27.1
LSS	VARIABLES	\$1.35	% 27.1	\$1.35	% 27.1	\$1.35	% 27.1	\$1.50	% 27.1	\$1.50	% 27.1
HEALTHY-STD	VARIABLES	\$1.50	% 27.1	\$1.50	% 27.1	\$1.50	% 27.1	\$1.65	% 27.1	\$1.65	% 27.1
HEALTHY-PRM	VARIABLES	\$1.75	% 27.1	\$1.75	% 27.1	\$1.75	% 27.1	\$1.90	% 27.1	\$1.90	% 27.1
		\$	%	\$	%	\$	%	\$	%	\$	%
		\$	%	\$	%	\$	%	\$	%	\$	%

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: SALES STATISTICS

The following are representative beverage purchases by RIC, for twelve month period from July 1, 2016 to June 30, 2017. Beverage vending information is also included.

Type of Beverage	Total Number of Cases	Total Number of Syrup Gallons
Dining, Retail, Athletics & Catering Locations: Beverage Cases	21,865	N/A
Vending : Beverage Cases	10,122	N/A
Fountain: Gallons of Syrup BIB	N/A	6,110
Total Annual Units: Cases + Gallons of Syrup BIB	31,987 + 6,110=38,097	

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

Dining Locations Include: Donovan Dining Center, The Café, The Galley, Athletic Department, Catering Services and Special Event Kiosks.

Vending: Approximately 20 Beverage Vending Machines Located on Campus.

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 “healthy” characteristics (explain)</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 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 RIC Marks and suggested sponsorship activities, including but not limited to RIC Athletic sponsorship;
- Any other marketing promotions, such as banners, scoreboards, etc.;
- Career development program, including internships;
- Truck back advertising, Can imprinting, etc;
- Full-Time Employment for RIC Graduates;
- Scholarships; and
- Any discounts, incentives or other financial or other consideration that Contractor wishes to offer.

APPENDIX H

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



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL PROVIDENCE,
RHODE ISLAND 02908**

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:				

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature	Title	Date
Subcontractor/Supplier Signature	Title	Date

MAW/Disability Business Enterprise Utilization Plan - DEEP - Rev. 5/21/2017

APPENDIX I
Pictures and Rhode Island College Map

Recreation Center



The Murray Center



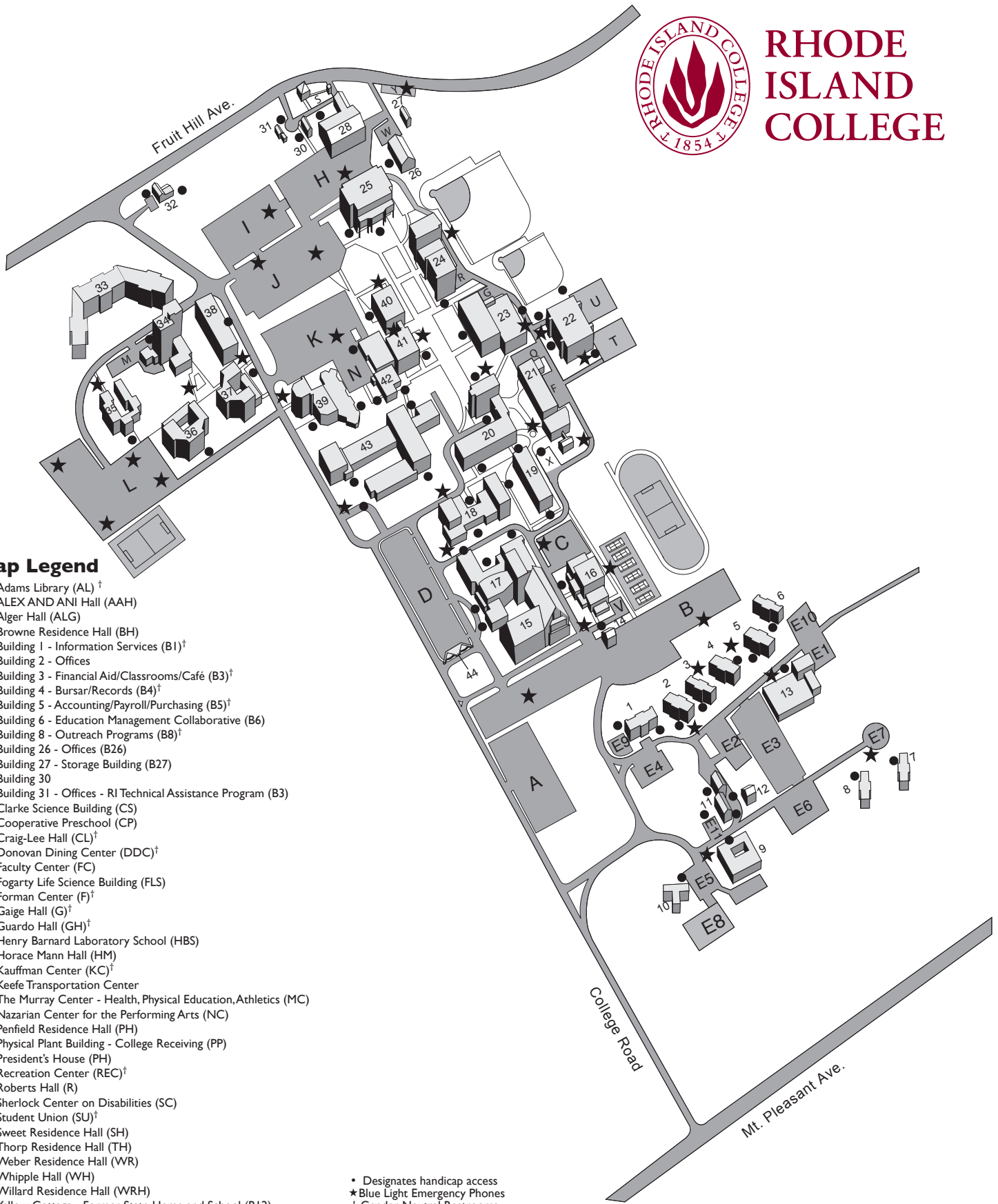
Donovan Dining Center



College Campus Map



**RHODE
ISLAND
COLLEGE**



Map Legend

- 23 Adams Library (AL) †
- 18 ALEXAND ANI Hall (AAH)
- 19 Alger Hall (ALG)
- 34 Browne Residence Hall (BH)
- 1 Building 1 - Information Services (B1) †
- 2 Building 2 - Offices
- 3 Building 3 - Financial Aid/Classrooms/Café (B3) †
- 4 Building 4 - Bursar/Records (B4) †
- 5 Building 5 - Accounting/Payroll/Purchasing (B5) †
- 6 Building 6 - Education Management Collaborative (B6)
- 8 Building 8 - Outreach Programs (B8) †
- 26 Building 26 - Offices (B26)
- 27 Building 27 - Storage Building (B27)
- 30 Building 30
- 31 Building 31 - Offices - RI Technical Assistance Program (B3)
- 21 Clarke Science Building (CS)
- 14 Cooperative Preschool (CP)
- 20 Craig-Lee Hall (CL) †
- 41 Donovan Dining Center (DDC) †
- 42 Faculty Center (FC)
- 22 Fogarty Life Science Building (FLS)
- 11 Forman Center (F) †
- 24 Gaige Hall (G) †
- 9 Guardo Hall (GH) †
- 43 Henry Barnard Laboratory School (HBS)
- 39 Horace Mann Hall (HM)
- 10 Kauffman Center (KC) †
- 44 Keefe Transportation Center
- 25 The Murray Center - Health, Physical Education, Athletics (MC)
- 15 Nazarian Center for the Performing Arts (NC)
- 33 Penfield Residence Hall (PH)
- 28 Physical Plant Building - College Receiving (PP)
- 32 President's House (PH)
- 13 Recreation Center (REC) †
- 17 Roberts Hall (R)
- 7 Sherlock Center on Disabilities (SC)
- 40 Student Union (SU) †
- 38 Sweet Residence Hall (SH)
- 37 Thorp Residence Hall (TH)
- 36 Weber Residence Hall (WR)
- 16 Whipple Hall (WH)
- 35 Willard Residence Hall (WRH)
- 12 Yellow Cottage - Former State Home and School (B12)

- Designates handicap access
- ★ Blue Light Emergency Phones
- † Gender Neutral Restrooms

Capital letters on map designate parking areas. Some of these lots are restricted. See ric.edu/parking for more information.



† Gender Neutral Restrooms

Single occupancy restrooms located throughout campus, heretofore assigned by gender but in practice often used irrespective of gender, have been designated as gender neutral. These converted units address concerns about gender imbalance and gender identity in the availability of restroom facilities. Each unit is ADA compliant and provides a private, family friendly facility for occasions when the gender of a parent differs from that of a child or for when a caregiver must tend to an individual in need of assistance.