

THE UNIVERSITY OF RHODE ISLAND

Solicitation Information

DATE: 3/13/24

RFP#: 101347

TITLE: POURING RIGHTS

SUBMISSION DEADLINE: 4/19/24 @ 1:00 PM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: NO
MANDATORY:

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the URI Purchasing Department at URIPurchasing@uri.edu no later than: 3/22/24 @ 1:00 PM (EST). Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: NO

CAMELY MACHADO – CMACHADO@URI.EDU

KRISTEN BELLOTTI – KRISTENBELLOTTI@URI.EDU

URI PURCHASING DEPT.

Note to Applicants:

- Applicants should register on-line at the URI Controller's Website at <https://web.uri.edu/controller/accounts-payable/suppliers/>
- Proposals received without a completed URI Bidder Certification Form may result in disqualification.

Respondent Information:

Company Name _____

Address _____

Contact Name _____

Contact Email _____ :

Contact Phone _____

University of Rhode Island Bidder Certification Form
Board of Trustees Procurement Regulations

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bid responses must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other State or University locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

ALL PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at www.purchasing.ri.gov > Solicitation Opportunities > Other Solicitation Opportunities. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified “no substitute”, product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

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

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND THE UNIVERSITY OF RHODE ISLAND CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State’s [Purchasing Laws](#) and the [URI Board of Trustees Regulations and General Terms and Conditions of Purchase](#).

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state/University of Rhode Island.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State’s Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

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 State of Rhode Island Procurement Regulation 5.11 at : <https://ridop.ri.gov/about-us/procurement-statutes-and-regulations>

SECTION 2 – DISCLOSURES

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

____ 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If Yes, then provide details below.

____ 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If Yes, then provide details below.

____ 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If Yes, then 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. If Yes, then provide details below.

IF YOU HAVE ANSWERED “YES” TO QUESTIONS #1 – 4 PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

SECTION 3 - OWNERSHIP DISCLOSURE

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

If the vendor is privately held, the vendor shall provide ownership information below.

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 Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

If the company is publicly held, the vendor 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 vendor; otherwise, complete ownership disclosure is required.

SECTION 4 - CERTIFICATIONS

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

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

THE VENDOR CERTIFIES THAT:

____ 1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

____ 2 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the URI Board of Trustees as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

____ 3 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

____ 4 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

____ 5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

____ 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

____ 7 I/we acknowledge that I/we understand the State's Purchasing Laws ([§37-2 of the General Laws of Rhode Island](#)) and the [URI Board of Trustees Regulations](#) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

____ 8 I/we certify that 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.

____ 9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML)
Category: _____

____ 10 I/we certify that the above information is correct and complete.

IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor/Company Name; _____

Vendor's Signature: _____ Bid Number: _____ Date: _____
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer

SECTION 1: INTRODUCTION

The University of Rhode Island Board of Trustees /University of Rhode Island is soliciting proposals from qualified OFFERORS to provide exclusive beverage pouring rights and beverage and snack vending machine services in accordance with the terms of this Request for Proposal ("RFP") and General Terms and Conditions of Purchase indicated on the attached Bidder Certification Form.

The University of Rhode Island Board of Trustees /University of Rhode Island will hereinafter be referred to as the "University" or "URI". Respondents to the document shall be referred to as "Vendor".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The initial contract period will begin approximately July 1, 2024, and will run for two consecutive five-year terms. Contracts will renew automatically based on performance and the availability of funds.

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 University of Rhode Island Purchasing Department pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Instructions and Notifications to Offerors

1. Potential offerors 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 University 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 University of Rhode Island 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 University of Rhode Island Purchasing Department 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 University of Rhode Island Purchasing Department may release records marked confidential by a vendor upon a public records request if the University 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. Vendors are also advised that responses marked confidential in their entirety may be deemed non-responsive. **Inclusion of a "confidentiality header/footer" on entire pages of submissions (or all pages) is NOT considered an acceptable way to flag confidential information (flags must be very specific and a specific justification explaining how the information meets the APRA exception must be provided with it) and will not be recognized by URI.**

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” (as well as the “Certificate of Compliance”) <https://dedi.ri.gov/divisions-units/equal-opportunity-office/contract-compliance-related-forms> 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” 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 <https://dedi.ri.gov/divisions-units/equal-opportunity-office> .

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 <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office> . Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Equity, Diversity and Inclusion’s website, at <https://dedi.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.

- 13. N/A
- 14. N/A
- 15. N/A
- 16. N/A
- 17. N/A
- 18. N/A
- 19. N/A

Restrictions on Communications – No Bidder-initiated contact, other than normal business activities not associated with this procurement, will be allowed after the issuance of this RFP between Bidders and University employees or their agents regarding this solicitation, except with express permission of the University Purchasing Department. Any such other contact may be considered improper and may disqualify a Bidder from further consideration. The appropriate channel to direct any communications, concerns or questions regarding the RFP is through the email address provided herein.

If a Bidder fails to notify the University of Rhode Island Purchasing Department contact person of an error in this RFP which was known or reasonably should have been known to the Bidder, the Bidder shall submit a response at the Bidder's own risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or performance time by reason of the error or its later correction.

SECTION 2: BACKGROUND INFORMATION

2.1 Purpose

The University intends to enter a 10-year contract for exclusive beverage pouring rights on all URI campuses included in this document (confirm which are removed under 2.3 below). This will be segmented into two five-year periods and renewal will occur automatically unless stated in writing by one or both parties sixty (60) days prior to the renewal of contract, approximately April 30, 2029.

The University will select the proposal demonstrating the clear capability to best fulfill this process's purposes. The University would reserve the right to accept or reject submissions, in whole or in part, and to negotiate separately as necessary to serve University's best interests.

This document outlines the opportunities beverage companies will receive and the process by which a beverage company will be selected.

2.2 University Background

The University of Rhode Island began in 1892 and was one of the original land grant college. It has maintained a mission of teaching, research, and community outreach for Rhode Island since then. In addition to being a land grant school, URI is also a national sea grant school and an urban field grant school. URI offers over 100 majors in seven degree granting colleges.

URI is a medium-sized state university. There are over 14,000 students in the Kingston and Bay Campuses, another 3,000 in Providence, and a complement of about 700 faculty and 1,800 staff. In

addition, thousands of campus visitors attend cultural, sporting, community, and University-sponsored events.

URI is a Division I NCAA member of the Atlantic 10 Conference for all sports except football, which competes in the Colonial Athletic Association. URI also has 17 club teams and a wide range of options for intramural competition. Athletic facilities include Ryan Center, Keaney Gymnasium, Meade Stadium, Mackal Field House, Tootell Aquatic Center, Bradford R. Boss Ice Arena, URI Soccer Complex, URI Tennis Complex, Bill Beck Field, and URI Softball Complex.

The Ryan Center is a state-of-the-art, multi-purpose facility, located on the University of Rhode Island campus and is home to URI Men's and Women's Basketball programs. The venue seats 8,000 for basketball, and over 6,300 for concerts, family shows, lectures, and other community events. Located in Kingston, the Center draws on an audience of over 1.4 million people within a 40-mile radius.

The Bradford R. Boss Ice Arena, a state-of-the-art ice rink, operates year-round, opening its doors 7 days a week, 52 weeks out of the year, for over 15 hours a day. With a seating capacity of 2,500, Boss Arena is home to the nationally ranked University of Rhode Island Men's and Women's Club Ice Hockey teams, as well as the University of Rhode Island Intramural Hockey league, daily public sessions, various youth, and adult hockey leagues and a Learn to Skate program.

The Department of Housing and Residential Life (HRL) oversees about 5,500 students in 24 undergraduate residence halls, three undergraduate apartment complexes, and one graduate apartment complex. Nearly 5,700 students will live in 27 on-campus residences this fall, including 17 Living and Learning Communities. In addition, approximately 650 students will reside in 15 fraternity/sorority houses on campus, and another 75 will live in designated International Engineering Program housing.

URI has two different Dining Halls, Mainfare and Butterfield, multiple Retail Outlets around campus, and features two meal plans: Campus & Flex. Campus includes unlimited access to Dining Halls and allowance of Dining Dollars. Flex Plans come with a set balance of Dining Dollars and Flex Swipes. 1,073,210 meals are served per semester.

2.3 University Campuses

Kingston – Main Campus

Located in the historic village of Kingston, the University of Rhode Island is close to the ocean and major beaches. URI's 1,200-acre campus, a mix of ivy-covered buildings and contemporary architecture, is 30 miles south of Providence and within easy reach of Newport, Boston, and New York City.

Bay Campus

Overlooking the West Passage of Narragansett Bay, this 153-acre campus is home to URI's highly acclaimed Graduate School of Oceanography, one of the top five oceanographic institutions in the country. The campus also houses the University's Coastal Institute on Narragansett Bay, which features an interactive coastal environment exhibit and conference center.

Nursing Education Center

Located in a vibrant section of Providence, the Rhode Island Nursing Education Center opened in August 2017, offering 133,000 square feet of laboratory, classroom, and office space at 350 Eddy

Street. The Center is the educational anchor of a regional hub for healthcare learning, practice, and biomedical research in Providence.

2.4 Current Services Information

2.4.1 The University currently has an exclusive beverage pouring rights contract with the Coca-Cola Company, this contract concludes June 30, 2024. It is the University's intent through this RFP to continue with an exclusive beverage provider following the conclusion of this procurement process.

2.4.2 The University currently distributes and/or promotes beverages through multiple operations including, but not limited to dining halls, food courts, cafes, concessions, catering, and retail, all of which are within the scope of the proposed pouring rights agreement. For a summary of current beverage volumes and beverage services locations, please refer to Attachment 1 and Attachment 2.

2.4.3 The University's current beverage and snack vending machine services are provided by Prestige Services, Inc. with the current beverage provider, the Coca-Cola Company, subcontracting directly with the vending services provider to handle the University's full-service beverage vending program and the University contracting directly with the vending services provider for its full snack vending program. For current beverage and snack vending information please refer to Attachment 3.

SECTION 3: SPECIFICATIONS / SCOPE OF WORK AND REQUIREMENTS

The University of Rhode Island desires to obtain written proposals from Vendors who wish to obtain exclusive beverage pouring rights and vending machine rights for certain related sponsorship opportunities for the University of Rhode Island campus facilities for the contract period specified herein.

In return for the specified exclusive beverage pouring rights, vending machine rights, and certain related sponsorship opportunities offered to the Vendor, the Vendor shall provide the University equipment, services, pricing guarantees, exclusivity rights and sponsorship fees, and other financial and non-financial consideration.

Ultimately, we will create a relationship based upon a shared understanding of these mutual benefits emphasizing active and open communication, and most effectively applying the resources and expertise of each party.

Each Vendor may also include in their Proposal any other items, such as programs, innovations, or resources that it believes would benefit URI.

The Services of this RFP, include, but are not limited to:

1. provision of beverages, dispensing equipment and related supplies for dining and concession operations on Campus operated by the University and applicable third-party concessionaires, and
2. installation, operation, and maintenance of beverage and snack vending machines and related equipment at specified locations on Campus.

The services solicited in this RFP will exclude photo vending services and personal hygiene product vending services.

Additional Scope: The Contractor shall permit products and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

3.1 Expectation of Exclusivity

URI recognizes and supports the benefit of providing exclusive beverage pouring and vending rights opportunities. Considering these exclusive rights, URI expects appropriate annual financial commitments.

Exclusive Rights means that the successful vendor will have an exclusive product presence unless a desired product or similar product is not available from the vendor. In that case, we reserve the right to source outside of the contract but will not exceed 20% of the total beverage products offered. Examples might include popular trending beverages, locally produced beverage products or perhaps sustainable packaging alternatives. Exclusive rights shall not extend to fraternity or sorority housing or to performers appearing on campus.

3.2 Partnership Considerations and Requirements

The University anticipates a contractor partnership that provides the unique and exclusive right for the selected Vendor to sell and promote the sale of beverages throughout the campus, facilities, and food operations. The expectations, rights, and responsibilities of each party to the exclusive beverage pouring rights agreement should be identified at the outset and reviewed throughout the duration of the contractor partnership to ensure a positive, productive, and lasting relationship.

The contractor partnership will support existing and future University distribution. The University intends to purchase beverages from one vendor and, subject to the terms and conditions of contractual relationships and other applicable legal doctrine, require other contract food service providers doing business on campus to purchase from this vendor.

All rights are expressly conditioned upon the Contractor's performance of obligations and commitments as identified in any resulting exclusive beverage pouring rights agreement.

3.3 Requested Beverage Products

3.3.1 Product Selection

The University of Rhode Island requires a breadth of beverages to meet the requirements of a diverse student body, faculty, and staff. Beverages may include carbonated and non-carbonated artificially flavored soft drinks, juice (100%) and juice blends, iced teas, packaged waters, fruit and/or vegetable bases in the form of syrups, whether powder, crystals, concentrates, or otherwise, from which such drinks and beverages can be prepared. Any resulting agreement will include the right to sell and promote isotonic drinks.

The University may request the vendor to participate in offering greener alternatives including, but not limited to bottled water by the installation of several hydration stations, the limitation of single-use plastics, etc.

The University shall be the sole judge of the quality and equivalency of products offered. In case of any difference of opinion regarding the quality of the product or interpretation of general conditions and specifications, the decision of the University shall be final and binding.

At the University's option, all future beverages packaged, manufactured, or distributed by the contractor as well as other future beverages available through other arrangements made by the contractor will be included in this exclusive agreement. Acceptability and pricing for future products not identified here will be subject to mutual agreement.

3.3.2 Product Specifications

All beverages will be made available to the University in packages and pursuant to specifications reasonably requested by the University.

3.3.3 Product Cost

The University requires a minimum of a (5) year commitment for the cost of beverages purchased by the University in support of the contractor partnership. Pricing for subsequent years may be renegotiated by agreement of the parties.

Pricing commitments are made without regard to which of the University operations may provide or sell the beverages.

The cost of product shall include transportation and delivery charges F.O.B. destination. No additional charges will be allowed for packing, unloading, storage or partial shipments. Include any container return allowances that may be in effect. The cost schedule should be provided in sufficient detail to identify costs of all products.

3.3.4 Product Delivery

The Vendor will be expected to provide a predictable and reliable delivery program and schedule that includes proposed regular deliveries and "as needed" deliveries.

3.4 Requested Beverage Product Supplies

The vendor will supply the institution with branded cups (recyclable or compostable), lids (recyclable or compostable), straws (bio-degradable), and/or any other items necessary for distribution of their products. These items should be included in the line items that are in the cost proposal section of the RFP.

3.5 Requested Beverage Dispensing Equipment

The Vendor will be required, at the inception and throughout the term of the contract, to supply, install, service, and maintain all fountain, display, and other equipment used to sell, dispense, or display beverages, without cost to the University.

All equipment must be new, state-of-the-art, and remain state-of-the-art for the entire term of the agreement.

All dispensers shall be equipped with locks and/or shut-off valves at no cost to the University. The dispensers shall be filtered with a stainless steel, vented, double check-valve backflow. All dispensers shall be equipped with separate water supply shut offs.

The Vendor shall supply CO2 for all locations identified by the campus as needed at no charge and shall be responsible for installing gas lines to the dispensing equipment where such installation is necessary. The University will be responsible for providing passage through walls, ceilings, etc. however, the University reserves the right to withhold approval of dispensing equipment installation if the total investment required is not acceptable.

3.6 Requested Service of Beverage Dispensing Equipment

The University is committed to exemplary service. The University requires the Vendor to provide repair service for all Vendor supplied equipment at no cost to the University. Annual cleaning and sanitization of the beverage dispensing equipment is also a requirement. For all University operations providing daily meals, repair of fountain equipment must occur before the next scheduled meal service. The University desires on-call repair personnel with a 60-minute maximum response time.

3.7 Requested Beverage and Snack Vending Machine Services

The University has a robust beverage and snack vending machine program on campus and strives to provide the best product mix for customer satisfaction and optimal sales while ensuring choices that include both healthy and indulgent options. To maintain or expand the current level of vending on campus, the University requires the inclusion of a separate proposal to service and supply beverage and snack vending. The successful bidder, by and through its representatives or agents, will be responsible for all products, equipment, services, and revenue.

"Vending Products" are defined as beverages and snack items purchased through vending machines. Beverage products include but are not limited to, carbonated soft drinks, juice and juice drinks, water, sports drinks, energy drinks, milk, coffee, and tea. Snack products include, but are not limited to, chips/pretzels, candy/gum, crackers/cookies, energy and granola bars, nuts and seeds, popcorn, pastries/doughnuts, fruit snacks, and jerky/meat snacks.

Pricing of products in vending equipment is expected to be competitive. The University reserves the right to approve all selling prices.

Commission on product sales is expected to be payable to the University. This may vary by product category.

3.8 Sustainability

Respondents should consider their sustainability initiatives when determining their response to this partnership. URI expects to work closely with the winning proposer to develop a successful sustainability program on-campus led by URI and supported by the Vendor. Currently, the University is working on such sustainable goals as enhanced composting, energy reduction, and examining reduction in single-use plastics.

3.9 Sponsorship Opportunities

The below provides proposers with the necessary information to consider when proposing sponsorship fees in their response. Sponsorship fees are an annual investment in addition to the other proposed financial and non-financial consideration for the Pouring Rights agreement.

3.9.1 URI Athletics, Ryan Center, and Boss Ice Arena Sponsorship Opportunities

Official Designation

The selected sponsor will be designated as the primary beverage partner of URI Athletics which will include the right to serve products at the Thomas M. Ryan Center and the Bradford R. Boss Ice Arena throughout the Term.

The Fair Market Value of the included assets listed below is \$195,000.

Signage:

- Naming rights to The Ryan Center's most highly trafficked stairwell located in the northwest corner of the building
- One (1) mural on display year-round inside The Ryan Center's northwest tunnel
- Brand recognition throughout all Ryan Center concession stands (exact scope TBD)
- A minimum of one (1:00) minute of digital signage exposure upon the ribbon wrap, main scoreboard, and auxiliary scoreboard during all regular season home Men's and Women's Basketball Games played at The Ryan Center
- One (1) static ad panel displayed year-round on the brand-new Meade Stadium Scoreboard
- A minimum of two (2:00) minutes of digital signage exposure upon the brand-new scoreboard during all regular season home Football Games played at Meade Stadium
- One (1) television-visible A-Frame on display during all regular season home Football Games played at Meade Stadium
- Co-presentation rights to the Meade Stadium field suite area if willing to cover production costs for things like tables, chairs, tents, coolers, and potential giveaway items such as koozies
- One (1) Dasher Board on display year-round inside The Boss Ice Arena
- One (1) in-ice logo on display year-round inside The Boss Ice Arena
- One (1) static ad panel displayed year-round on the scoreboard located at the URI Soccer Complex
- Logo inclusion on a banner displayed during all regular season home baseball games played at Bill Beck Field
- One (1) static ad panel displayed year-round on the scoreboard located at the URI Softball Complex
- Brand recognition on the backstop at the URI Softball Complex
- Brand recognition on mat banners on display during all regular season home volleyball games played at Keaney Gymnasium
- Brand recognition upon all Ryan Center, Boss Ice Arena, and Mackal Fieldhouse refrigerators and vending machines
- Brand recognition throughout the URI Athletic Training Room (exact scope TBD)

Sponsor responsible for production/installation costs for all static signage opportunities.

Broadcasts:

- One (1) :30 second spot, one (1) :08 - :12 second live read, and company name and claim inclusion in a minimum of two (2) professionally produced Opening & Closing Billboards during the following audio broadcasts, each streamed live and on-demand through The Varsity Network:

- Men's Basketball Games
- Men's Basketball Coaches Shows
- Women's Basketball Games
- Women's Basketball Coaches Shows
- Football Games
- Football Coaches Shows

Digital

- A minimum of 100,000 digital ad impressions will be delivered to known URI fans as they travel from site to site online
- Inclusion in a rotation of ads that live on various pages throughout TheRyanCenter.com
- Inclusion in a rotation of ads that live on the home page of BossIceArena.com
- Logo inclusion in a rotation of partners displayed on the home page of GoRhody.com
- Graphic inclusion in a minimum of twelve (12) e-blasts distributed annually to URI fans, alums, season ticket holders, and other supporters

The above digital ads have click through capability to a URL of Vendor's choosing.

Tickets & Hospitality

- Eight (8) season tickets to all regular season home Football Games
- Eight (8) season tickets to all regular season home Men's Basketball Games
- Four (4) Ram Lot parking passes for all athletic events played at either The Ryan Center or Meade Stadium
- Use of one (1) hospitality suite for two (2) mutually agreed upon Ryan Center events, each to include up to twenty (20) suite tickets and two (2) Ram Lot parking passes*

SECTION 4: PROPOSAL

A. Technical Proposal

URI will establish a technical review committee (TRC) to evaluate submitted vendor proposals related to this RFP. The proposals will be evaluated by the TRC in two phases. In Phase 1, the TEC will evaluate the written proposals. Proposals that meet the minimum scoring threshold for Phase 1 (described further below) will advance to Phase 2. In Phase 2, URI will require selected vendors to provide a presentation/demonstration of their proposed system. Phase 2 will be evaluated accordingly.

Narrative and format: The proposal should address specifically each of the following elements:

1. The Partnership Plan should identify areas where the vendor and the University can support each other's common goals and increase overall revenue for the school's dining and vending programs.
 - a. The Partnership Plan should not include volume thresholds as a requirement to receive outlined financial support.

- b. The Partnership Plan represents an opportunity for each respondent to provide examples of its innovation, alternative distribution strategies, operational opportunities, marketing proposals, and understanding of URI and the higher education industry.
2. Respondents are required to provide details of their proposed Plans as specified below: (Appendices B, C, D, and E)

- a. **Products:** The proposal should identify individual products offered by the respondent. Selections (Sodas, Juices, Isotonic, Waters, etc.), specifications (cans, bottles, pre-mix, etc.), and the cost of the product should all be covered. To ensure equal comparisons, all bids should reflect the sale of 20 oz. bottles.
- b. **Equipment:** The proposal should identify the equipment available to distribute the respondent's beverages.
- c. **Service:** The proposal should provide an overview of the respondent's service plan, including service days and hours for refill and maintenance. *Note: URI is seeking a partnership where the vendor will provide CO₂ at no additional cost to the university.

The Respondent will be expected to provide high-quality product, state-of-the-art equipment, high quality and responsive maintenance and service programs for the routine care and replacement of equipment, user-friendly ordering system, predictable and reliable delivery program, accurate invoicing practices, ongoing marketing support to drive sales and customer satisfaction and a well-trained, courteous and professional staff to meet the University's needs.

- d. **Marketing:** URI recognizes the importance of timely and effective marketing to promote the sale of beverages. Respondent shall outline intended efforts to support the sale of beverages in all distribution channels (i.e., vending, catering, concessions, etc.)
- e. **References:** Please submit the name, address, and phone number of at least three references where the vendor has had a relationship of at least one full year.

B. Cost Proposal

Provide a cost proposal to include the following:

- 1. Respondents are required to provide **Cost Proposals** in line with the following headings:
 - a. Product and Product Line Pricing – Non-Vending (Appendix #___)
 - b. Financial Compensations and Other Payments (Appendix #___):
 - i. One-Time Signing Bonus
 - ii. Annual Exclusivity Rights Fee
 - iii. Annual Sponsorship Fee

- iv. Annual Marketing Fund
- v. Annual Athletic Event Support
- vi. Annual Sustainability and Student Support Fund
- vii. Annual Product Donations
- viii. Annual Vending Commissions

2. Vending options which are not directly related to Pouring Rights and Beverages are to be proposed separately. This should be an alternate proposal with no guarantee for commitment and will be considered upon review of the proposal responses.

a. Product and Product Line Pricing – Vending:

- i. Beverage Vending (Appendix #___)
- ii. Snack Vending (Appendix #___)

Respondents must provide supporting assumptions and explanations of their pricing proposals to enable evaluation of value for money.

C. ISBE Proposal

See Appendix A 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.

SECTION 5: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee (“TRC”) comprised of staff from URI/State Agencies. The TRC first shall consider technical proposals.

The evaluation of Technical Proposals will be split into two phases, the first phase will be the review and scoring of the Written Technical Proposal by the TRC, the second phase will be the scoring of the Presentation and Demonstration of the Product and/or Services offered.

In Phase 1, the TRC will score submitted written proposals. Proposals that meet or exceed a minimum threshold of 40 out of a maximum of 50 points to advance to the cost evaluation phase. Any technical proposals scoring less than 40 points shall be disqualified.

In Phase 2, URI will require selected vendors to schedule a presentation/demonstration with the TRC and score the product and/or services accordingly.

Following the scoring of Phase 2, points for Phase 1 and 2 will be combined. Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 20 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The University of Rhode Island reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Phase 1: Evaluation of the Partnership Plan	
Qualifications and References	5 Points
Technical and Function Specifications Evaluation	15 Points
Product Plan	15 Points
Approach Proposed (implementation plan with timeline, methodology for training, post implementation support, upgrades, etc.)	15 Points
Total Possible points for Phase 1	50 Points
Phase 2: Presentation and Demonstration	
Demonstration of Technical and Functional aspects of the system	30 Points
Total Possible Technical Points	80 Points
Cost proposal*	20 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Points	Total Possible 106 Points

*** Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

****ISBE Participation Evaluation:**

A. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

B. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate} \\ & \quad \times \text{Maximum ISBE participation points}) \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:




Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in the proposal.

SECTION 6: QUESTIONS

Questions concerning this solicitation may be e-mailed to the University of Rhode Island Purchasing Department at URIPurchasing@uri.edu no later than the time and date indicated on page 1 of this solicitation. Please reference the reference **RFP Number # indicated on the cover sheet** on all correspondence. Questions should be submitted in a Microsoft Word attachment 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 for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7: PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed **URI Bidder Certification Cover Form** (include in the Technical Proposal Original copy only). *Do not include in the Technical Proposal copies or Cost proposals.*
2.  **Technical Proposal** - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal should be limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R or USB, marked “Technical Proposal - Original”.
 - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
3.  **Cost Proposal** - A *separate*, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - a. One (1) Electronic copy on a CD-R or USB, marked “Cost Proposal -Original”.
 - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
4.  **ISBE Proposal** – A *separate*, signed and sealed Appendix A MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. **Do not include any copies in the Technical proposals.**

B. Formatting of proposal response contents should consist of the following:

1. Formatting of CD-Rs or USBs – Separate CD-Rs or USBs are required for the technical proposal and cost proposal. All CD-Rs and USBs submitted must be labeled with:
 - a. Vendor’s name
 - b. RFP #
 - c. RFP Title
 - d. Proposal type (e.g., technical proposal or cost proposal)

- e. If file sizes require more than one CD-R or USB, multiple CD-Rs or USBs are acceptable. Each CD-R or USB must include the above labeling and additional labeling of how many CD-Rs or USBs should be accounted for (e.g., 3 CD-Rs or USBs are submitted for a technical proposal and each CD-R or USB should have additional label of '1 of 3' on first CD-R or USB, '2 of 3' on second CD-R or USB '3 of 3' etc.).

Vendors are responsible for testing their CD-Rs or USBs before submission as the URI Purchasing Department's inability to open or read a CD-R or USB may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs or USBs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the URI Purchasing Department may consider it "non-responsive". Please note that CD-Rs and USBs submitted, shall not be returned.

2. Formatting of written documents and printed copies:

- a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12 point Calibri or 12 point Times New Roman.
- b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- c. The cost proposal shall be typed using the formatting provided on the provided template.
- d. Printed copies are to be only bound with removable binder clips.

SECTION 8: PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the University of Rhode Island Purchasing Department, shall not be accepted.

Responses should be mailed or hand-delivered in a sealed envelope marked "RFP # (as indicated on the cover sheet) to

MAIL TO:

UNIVERSITY OF RHODE ISLAND
PO BOX 1773
PURCHASING DEPARTMENT
KINGSTON, RI 02881

COURIER:

UNIVERSITY OF RHODE ISLAND
PURCHASING DEPARTMENT
10 TOOTELL RD.
KINGSTON, RI 02881-2010

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other University locations or which are otherwise not presented in the URI Purchasing Department by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the URI Purchasing Department will not be considered. The “official” time clock is located in the reception area of the URI Purchasing Department. **(Please be advised that FedEx/UPS do not always arrive by 10:30 am, you would be smart to send your submission to arrive at least one day early)**

SECTION 9: CONCLUDING STATEMENTS

Notwithstanding the above, the University of Rhode Island reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award it in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The University may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the University of Rhode Island Purchasing Department.

The General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP and can be found in the attached Bidder Certification Form.

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

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.



**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:					
<p>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 <u>separate forms</u> for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.</p>					
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

APPENDIX B.

Evaluation Question(s) - Organizational, Qualifications and Experience

Responding Organizations Name: _____

Provide a statement describing your company including name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and all acquisitions or mergers in the last five years. Is the company publicly or privately held?

If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.

Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes all higher education clients.

Provide a statement that explains why your company would be most qualified to provide products and services to the University of Rhode Island. What differentiates you from your competitors? In the response, the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.

Financial Stability

No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.

APPENDIX C.

Evaluation Question(s) – General: Program Specifics

Responding Organizations Name: _____

Beverage Program Plan: Provide a detailed Beverage Program Plan. Identify specific sales and revenue objectives for each product. Describe programs and resources which support achieving the identified objectives.

Product variety, quality, and availability: Identify all products that would be available under the contract, including beverage category, package sizes, etc. Include syrups, pre-mix and CO2.

Nutritional Practices. Contractor will provide a variety of nutritional options in its beverage products such as bottled water, unsweetened beverages, non-caloric beverages, artificially sweetened beverages, and caloric beverages with some nutritional benefits (“healthy products”). University desires that at least twenty-five percent (25%) of Contractor’s Beverage product will consist of Healthy products. Provide a description detailing proposal and what is available in your solution to meet this requirement.

Equipment Lifecycle Management: Describe your policy and procedures for equipment lifecycle management.

Provide a description of all equipment that would be supplied in the execution of the contract.

Describe your equipment delivery program.

Provide information on equipment maintenance and replacement programs including area service support facilities. Describe, in detail, the equipment and parts inventory available to meet emergencies and routine maintenance and repair in support of this contract.

Provide description in detail the Respondent’s plan for scheduled and unscheduled maintenance and any other required mechanical support of beverage vending and dispensing machines.

Sustainability and Recycling Initiatives: Provide information on corporate environmental practices promoting sustainability measures. Describe the type of products or equipment that will be used to enhance or improve the University’s sustainability with the reduction of energy and with the use of recycled products. Include complete energy efficiency information, such as energy-saving products comparable to the VendingMiser®. Include proposals for reducing, reusing and recycling resources, recycling initiatives on campus, disposal of solid waste, and conservation efforts. Submit additional information, if available, regarding other potential measures to reduce energy consumption in vending machines.

Reporting: Provided a description of all reporting, including but not limited to commissions and guaranteed revenue payments, and sales and commission by machine/location. The respondent will also provide quarterly reports outlining success areas and areas for improvement to help facilitate the execution of marketing programs. Also, there will be a meeting at least once per semester to ensure that the partnership is mutually beneficial.

Demonstrated ability to provide beverage vending machines and dispensing services: Provide description of the Respondent’s experience in the operation of beverage vending and dispensing machine services and the manner in which Respondent would operate beverages vending and dispensing machines serving the University campus community.

Changes in the location or number of beverage vending machine sites. Respondents must describe the circumstances and conditions under which the Respondent would (i) initiate a request and (ii) respond to a request by the University for changes in number or location of beverage vending machines on campus operated by the University.

Compatibility with One-Card Solution and credit card readers. Provide description of technology capabilities and plan to implement payment with one-card (RAM Account) and credit cards.

APPENDIX D.

Responding Organizations Name: _____

Evaluation Question(s) – Implementation Questions

Describe your recommended implementation strategy, best practice consulting options, and professional services. The University of Rhode Island requires the review of consultant's credentials/experience and reserves the right to request replacement if he/she fails to meet expectations at any time.

Describe the steps your firm will take to understand the business model and functional needs of the client and ensure that during the configuration and implementation process the product will be applied for optimal performance and satisfaction.

Indicate your timeline from implementation start to "go live" date. Provide task lists and timelines for a standard implementation. A sample project plan would be helpful.

Training Questions

Describe the standard training included as part of implementation.

Describe ongoing training options available for functional and technical users.

Support Questions

Supply your firm's mission statement or policy regarding customer satisfaction and support.

Explain what type of documentation, or help system, is included with this solution. Describe all documentation available online to University support staff.

What is the process for an emergency, e.g. system down, from notification through resolution?

What services or events do you offer clients to maximize or leverage the features/functionality of the solution (i.e. marketing programs)?

Describe how you manage on-going contact with your clients. Would the University of Rhode Island be assigned an account manager? What expertise would that person have to support our needs? What is the ongoing relationship between the account manager and support?

Please provide a sample Service Level Agreement (SLA) related to your services.

Please provide a detailed account of your actions should you miss a Service Level Agreement (SLA) requirement, if applicable. Include a description of the actions you would take to assure the lapse did not occur again.

How do you obtain and prioritize feedback for changes or enhancements to your solution? (i.e. user groups, customer service, company representatives, etc.)?

How is the University notified and alerted to problems and issues?

APPENDIX E.

Responding Organizations Name: _____

INSTRUCTIONS: Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Rhode Island, including those with multi-campus integrated solutions.

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact Email Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact Email Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact Email Address	
Relationship Length	

APPENDIX F.

Responding Organizations Name: _____

COST PROPOSAL – Financial Compensation and Other Payments:

Instructions:

Please indicate the dollar (\$) or percentage (%) amount of contribution that will be committed for each item described below by completing Appendix F (Table 1 and Table 2).

One-Time Signing Bonus

Annual Exclusivity Rights Fee – Vendor will pay to the University an Annual Exclusivity Rights Fee for the exclusive right to have Vendor's products be the only beverages, sold, served, or offered for sale on the Campus by University and/or any of the University's Concessionaires, except as otherwise provided by Agreement.

Annual Sponsorship Fee – Vendor will pay to the University an Annual Sponsorship Fee for the exclusivity privileges concerning promotional recognition as the primary beverage partner of URI Athletics which will include the right to serve products at the Thomas M. Ryan Center and the Bradford R. Boss Ice Arena throughout the Term.

Annual Marketing Fund – Vendor will provide the University with Annual Marketing Support for ...to include...student giveaways, promotional items, etc.

Annual Athletic Event Support – Vendor will provide the University with Annual Athletic Event Support to include such items as chest coolers, coolers (5 & 10 gallon), cooler carts, squeeze bottles, branded cups, electrolyte powder, protein bars, protein drinks, and snacks or any other nutritional items.

Annual Sustainability and Student Support Fund – Vendor will pay to the University an Annual Sustainability and Student Support Contribution to aid the University in its sustainability initiatives and student support.

Annual Product Donations – Vendor will provide beverage trade for athletics and other approved campus events.

Annual Vending Commissions – Vendor will pay to the University a Commission % on sales of vended Beverages and Snacks.

APPENDIX F.

Responding Organizations Name: _____

Appendix F (Table 1)

ITEM	AMOUNT
One-Time Signing Bonus	
Annual Exclusivity Rights Fee	
Annual Sponsorship Fee	
Annual Marketing Fund	
Annual Athletic Event Support	
Annual Sustainability and Student Support Fund	
Annual Product Donations	

Appendix F (Table 2)

ITEM	%
Annual Vending Commissions (Beverage)	
Annual Vending Commissions (Snack)	

Respondents must provide supporting assumptions and explanations of their pricing proposals to enable evaluation of value for money.

The University realizes that the support dollars traditionally remain static even though the economy is dynamic. Therefore, the school is seeking a 10% increase in support dollars after the first five (5) years of the contract.