

1/4/12



**RHODE ISLAND
COLLEGE**

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

BID/PROPOSAL

COMMODITY: **DELI MEAT PRODUCTS**

FORMAL BID NO. _____ PUBLIC BID NO. **12012740** RFP NO. _____

DATE & TIME BIDS TO BE RECEIVED AT R.I.C.'S PURCHASING DEPARTMENT: **01/27/12 1:00 PM**

PRE-BID/PROPOSAL CONFERENCE **NO** DATE: _____ TIME: _____
LOCATION: _____
BUYER: **SHERI VINCENT** SURETY REQUIRED _____ NO SURETY REQUIRED **X**

BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.
FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.

COMPANY NAME: _____ FEIN: _____

STREET AND NUMBER:

CITY, STATE & ZIP CODE:

**THIS BID/PROPOSAL WILL NOT BE HONORED IF
NOT COMPLETED and SIGNED by the offeror.
Rhode Island College Bidder Certification Form**

Print Name and Title Telephone Number/Facsimile Number

Signature Date Company F.E.I.N.

NOTICE TO VENDORS
**ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS
CERTIFICATION FORM/CONTRACT OFFER. 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.**

Effective January 1, 2011 all *public works project* related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a “public copy”. All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>. See Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the “public copy” requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations became final on January 11, 2011. For further information please visit www.sos.ri.gov.

Rules for Submitting Offers

This Certification Form/Contract Offer 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 Rhode Island College. As such, submittal of the entire Bidder Certification Form/Contract Offer, 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.

Each bid/offer must be submitted in a separate sealed envelope delivered to the Rhode Island College Purchasing Office by the time and date specified for the opening of responses. IF ATTACHMENTS ARE REQUIRED, BE SURE THEY ARE INCLUDED IN PACKAGE!!! (e.g., Bid Sureties, Special Licenses, Samples, Specifications that Differ From Solicitation).

Other Provisions and Procedures

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP notices shall be posted on the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov/>) for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Bid Solicitation/Plans and Specifications may be obtained by contacting the designated Rhode Island College Purchasing office.

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 College Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. Rhode Island College is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. 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.

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

PUBLIC RECORDS. Offerors are advised that all materials submitted to the College for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection 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 at Rhode Island College Mondays through Fridays between 8:30 am – 3:30 pm. – telephone requests for bid results will not be honored. 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 College’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.

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

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION CONTRACTS. This solicitation is issued in accordance with the specific requirements described herein, and the State’s Purchasing Laws and Regulations and other applicable State laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, general terms and Conditions are incorporated into all Rhode Island College contracts and can be viewed at: <http://www.righe.org/procurementregs113006.pdf> and www.purchasing.ri.gov.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS: For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Publ.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY: State Equal Employment Opportunity compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws, also apply. In accordance with the Title 7 Chapter 1.1-99 of the Rhode Island General Laws, foreign corporations (a corporation established other than in Rhode Island) must be qualified to transact business in this state.

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 10 calendar days of the issuance of a tentative notice of award.

DEFAULT: After an award has been made, failure to meet all requirements of the solicitation for an offer may result in a determination of default.

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 agency for which work will be performed.

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATION.

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. Incomplete certification forms are grounds for disqualification of offer.

Indicate Yes (Y) or No (N):

- ___1 Has your firm (or any principal) been subject to the following findings by the Federal government, State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEMS (S).
- ___2 Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode island Wetlands law?

- ___3 I/we certify that I/we will immediately disclose, in writing, to the college Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.
- ___4 I/we acknowledge that, in accordance with (1) RIGL Section 37-2-54(C) “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 Board of Governors for Higher Education as a public agency and gives binding contractual authority to the college Purchasing Agent.
- ___5 I/we certify that all of the vendor information provided is correct and complete.
- ___6 I/we certify that I or my firm possesses all licenses required by Federal and State law and regulation 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 Rhode Island College Purchasing Agent in writing of such circumstance.
- ___7 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 Rhode Island College Purchasing Agent in writing of such circumstance.
- ___8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island College Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for perjury.
- ___9 I/we acknowledge that the provisions and procedures set forth in this form apply to any offer contained herein.
- ___10 I/we acknowledge that I/we understand the State Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General terms and Conditions at the Rhode Island Division of Purchases (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- ___11 NEW REQUIREMENT* - IMPORTANT!!! I/we hereby acknowledge that I/we understand that effective January 1, 2011 all Public works related project bids or proposals exceeding One Million Dollars (\$1,000,000) , inclusive of all proposed alternates, must include a “public copy” as required by RI Gen. Laws 37-2-18 and the “Rules, Regulations and general Conditions of Purchases”. It is further understood that any bid or proposal in excess of One million Dollars (\$1,000,000) which does not include a copy for public inspection shall be deemed to be non-responsive.

IF YOU HAVE ANSWERED “YES” TO QUESTIONS #1 OR 2 OR IF YOUR ARE UNABLE TO CERTIFY YES TO QUESTIONS #3-11 THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT.

Signature below commits vendor to the attached offer and certifies (1) that the offer reflects all solicitation amendments (2) that the above statements and information are accurate (3) that vendor understands and has complied with the requirements set forth herein

Date: _____

Vendor’s Signature (Person authorized to enter into contracts; signature must be in ink)
(If Applicable)

Print Name and Title of Company official signing offer

Telephone Number

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.

Failure to complete form as instructed may be grounds for “Disqualification”.

ATTACHMENT A
BID # 12012740

GROUP:

EFFECTIVE FROM FEBRUARY 1, 2012 UNTIL APRIL 30, 2012

DELIVERY INSTRUCTIONS FOR
RHODE ISLAND COLLEGE
DINING SERVICES

CONDITIONS:

ALL DELIVERIES FOR DDC ARE TO BE DELIVERED TO:
RHODE ISLAND COLLEGE
DINING SERVICES
600 MOUNT PLEASANT AVENUE
PROVIDENCE, RI 02908

MONDAY THROUGH FRIDAY 6AM - 10AM ONLY
DELIVERY TO INSIDE OF BUILDING IS REQUIRED.
DELIVERY TO BE ACCOMPLISHED AS REQUESTED BY AGENCY SUCH AS (DATE,
TIME, CONDITION) RIC RESERVES THE RIGHT TO REQUEST AND RECEIVE
PERISHABLE TYPE PRODUCTS SEVEN DAYS PER WEEK IN SPECIAL
CIRCUMSTANCES.

PAYMENT PROCEDURES:

AUTHORIZED PERSONNEL IN OUR RECEIVING DEPT MUST SIGN ALL PACKING
SLIPS. ORIGINAL INVOICES WILL BE SENT TO:
RHODE ISLAND COLLEGE
DONOVAN DINING CENTER
600 MOUNT PLEASANT AVENUE
PROVIDENCE, RI 02908
ATTN.: DEBBIE GINOLFI

NOTE:

PLEASE NOTE THAT FAILURE TO FOLLOW THE ABOVE PAYMENT PROCEDURE
MAY RESULT IN A DELAY OF PAYMENT TO YOUR COMPANY.

SUCCESSFUL VENDORS MUST PROVIDE:

NO LATER THAN 10 WORKING DAYS PRIOR TO THE EFFECTIVE DATE OF THE CONTRACT,
THE SUCCESSFUL VENDOR MUST PROVIDE DDC WITH THE ACCOUNT NUMBER, TOLL FREE
PHONE NUMBER FOR ORDERING, SALES REPRESENTATIVES NAME AND FAX NUMBER.

RHODE ISLAND COLLEGE INVITATION TO BID
 BID #12012740, DELI MEATS
 PRICES TO BE EFFECTIVE FROM FEBRUARY 1, 2012 UNTIL APRIL 30, 2012

ITEM	DESCRIPTION	REFRIDG	WEIGHT UNIT	REQUIRED AMT.	PRICE/POUND
1	ROAST BEEF, OLD NEIGHBORHOOD FOODS THIN N TRIM ROAST BEEF 97% FAT FREE, 100% FRESH DOMESTIC USDA STEERS. PRODUCT CODE 579 , ONLY. APPROXIMATE WEIGHT 10-14 LBS, NO SUBSTITUTIONS WILL BE ACCEPTED.	FRESH	10-12 LBS	2,000 LBS	LB
2	TURKEY BREAST, OLD NEIGHBORHOOD FOODS THIN N TRIM HOMESTYLE TURKEY BREAST, 99% FAT FREE. PRODUCT NUMBER CODE 715 , APPROXIMATE WEIGHT 7 LBS. NO SUBSTITUTIONS WILL BE ACCEPTED.	FRESH	8 LBS	5,000 LBS	LB
3	HAM, OLD NEIGHBORHOOD FOODS THIN N TRIM 97% FAT FREE VIRGINIA BAKED HAM, WATER ADDED SMOIKED FLAVOR ADDED, APPROXIMATE WEIGHT 11 LBS. PRODUCT CODE 612 . NO SUBSTITUTIONS WILL BE ACCEPTED.	FRESH	8-12 LBS	3,000 LBS	LB

RHODE ISLAND COLLEGE REQUIRES DELIVERY AS REQUESTED. RHODE ISLAND COLLEGE WILL NOT ACCEPT DROP SHIPMENTS. RHODE ISLAND COLLEGE WILL GUARANTEE AMOUNT REQUIRED AND ACCEPT DELIVERY IN FULL WITHIN 120 DAYS OF AWARD.

THE FOLLOWING DATA MUST BE PROVIDED AS A CONDITION
 OF BID SUBMITTAL

I certify that the prices listed herein are accurate and I am
 authorized to quote these prices.

The Sales Representative will be: _____

Company: _____

Toll Free Phone Number for ordering: _____

Name: _____

Title: _____