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

BID/RFP NUMBER: BEVERAGES
BID/RFP TITLE: 15061626A

OPENING DATE & TIME: AUGUST 7, 2015 @ 9:30AM
PRE-BID/PROPOSAL CONFERENCE: DATE: TIME:
LOCATION OF PRE-BID:
Note to Bidders: Questions concerning this solicitation may be emailed to mlepore@ric.edu no later than 8/5/15 @ 9:00 AM (EST). Please reference the RFP# on all correspondence. Questions received if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.

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

NOTICE TO VENDORS:

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

SECTION 2 - REQUIREMENTS

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.

Section 2.1 – RULES FOR SUBMITTING OFFERORS

2.1A 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 Rhode Island College, Purchasing Department. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting the 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 (provided above) and the 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 Rhode Island College Purchasing Office (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RIC 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.
Mail To: Rhode Island College, Purchasing Office, 600 Mount Pleasant Avenue, Building #5, Providence, RI 02908.

Documents misdirected to other State locations or which are not present in the RIC 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 Purchasing Office. Postmarks shall not be considered proof of timely submission.

2.1B. 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. 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. When the result of an Internet solicitation is unsuccessful, Rhode Island College will cancel the original solicitation and resolicit the original offer directly from vendors.

2.1 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 TO BE FOB DESTINATION.

2.3 DELIVERY AND PRODUCT QUALTIY. 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.

2.4 PREVAILING WAGE and 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.

2.5 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. Written requests for results will only be honored if the information is not available on the Division of Purchases (www.purchasing.ri.gov) or RIC Purchasing website (www.ric.edu/purchasing).

SECTION 3 – AWARD DETERMINATION

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.

3.1 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.

3.2 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.

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A 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 valid unless the vendor has obtained a written change order or contract amendment issued Rhode Island College Purchasing Office PRIOR TO delivery.

4.1B 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.

4.2 REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION 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 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. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information website (www.purchasing.ri.gov) and the Board of Governors for Higher Education website (www.ribghe.org/procurementregs113006.pdf)

4.2A ARRA SUPPLEMENTAL TERMS AND CONDITIONS**:** Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.LNo. 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.

4.3 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.

4.4 PERFORMANCE BONDS: Where indicated, successful bidder mush 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.

4.5 DEFAULT and NON-COMPLIANCE**:** Default and/or non-compliance with RIVIP 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.

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

4.7 SPRINKLER IMPARIMENT 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.

SECTION 5 –DISCLOSURES

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

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes" provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partner, or other owners that hold at least 10% for the record or beneficial equity interests of the Bidder.

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

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

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

____ 4. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.

Disclosure Details (continue on additional sheet if necessary):

_____

_____

_____

_____

_____

SECTION 6 –CERTIFICATIONS

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

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

THE BIDDER CERTIFIES THAT:

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

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

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

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

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

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

bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.

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

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

Certification details (continue on additional sheet if necessary):

_____
_____
_____
_____
_____

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

_____ Date: _____

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

_____
Print Name and Title of Company official signing offer

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.

orm W-9 (Rev. 3/7/11)

State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

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

Taxpayer Identification Number (T.I.N.)

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

Social Security No. (SSN) | | | |

Employer ID No. (EIN) | | |

NAME _____

ADDRESS _____

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE _____

CERTIFICATION: Under penalties of perjury, I certify that:

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

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

PLEASE SIGN HERE

SIGNATURE _____ TITLE _____ DATE _____ TEL NO. _____

BUSINESS DESIGNATION:

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

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

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

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

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

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

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

ATTACHMENT A

BID # 15061626A

GROUP: BEVERAGES

EFFECTIVE FROM JULY 1, 2015 **UNTIL** JUNE 30, 2016

DELIVERY INSTRUCTIONS FOR
RHODE ISLAND COLLEGE
DINING SERVICES

CONDITIONS:

DELIVERIES:

- ALL DELIVERIES FOR DDC ARE TO BE DELIVERED TO
  RHODE ISLAND COLLEGE
  DINING SERVICES
  600 MT. PLEASANT AVE.
  PROVIDENCE, RI 02908
- MONDAY THROUGH FRIDAY 6AM - 11AM ONLY.
- DELIVERY TO INSIDE OF BUILDING IS REQUIRED.
- DELIVERY TO BE ACCOMPLISHED AS REQUESTED BY COLLEGE DINING SERVICES 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: COLLEGE DINING SERVICES STRIVES TO PROVIDE TIMELY PAYMENT TO ALL VENDORS. PLEASE COMPLY WITH THE FOLLOWING PROCEEDURES TO ASSIT US IN DOIG SO:

- ALL PACKING SLIPS MUST BE SIGNED BY AUTHORIZED PERSONNEL IN OUR RECEIVING DEPT.
- ORIGINAL INVOICE MUST BE SENT TO:
  RHODE ISLAND COLLEGE
  DONOVAN DINING CENTER
  600 MT. PLEASANT AVE.
  PROVIDENCE, RI 02908
  ATTN.: DEBBIE GINOLFI
- ALL INVOICES SHALL REFERENCE THE PURCHASE ORDER#, THE ITEMS COVERED, AND THE UNIT PRICING IN THE SAME FORMAT AS DESCRIBED IN ATTACHMENT "A".
- INVOICES FOR THE ITEMS NOT RECEIVED OR FOR WORK NOT YET PERFORMED WILL NOT BE HONORED.

SUCCESSFUL VENDORS MUST PROVIDE:

- NO LATER THAN 10 WORKING DAYS PRIOR TO THE EFFECTIVE DATE OF THE CONTRACT, THE SUCCESSFUL VENDOR MUST PROVIDE COLLEGE DINING SERVICES WITH THE ACCOUNT NUMBER, TOLL FREE PHONE NUMBER FOR ORDERING, AND SALES REPRESENTATIVE'S NAME AND FAX NUMBER.

BID 15061626A – RHODE ISLAND COLLEGE
PRICES EFFECTIVE FROM JULY 1, 2015 – JUNE 30, 2016

ITEM	DESCRIPTION	PACK SIZE REQUIRED	EST. NEED	PACK SIZE QUOTED	UNIT PRICE	BRAND & CODE #	VENDOR
I.	**SODA PRODUCTS**						
	Note: Where specific brands are listed, no substitutions will be accepted unless a sample is submitted 7 days prior to bid opening, and the samples is deemed equal to or better than original specifications by RIC.						
1	YACHT CLUB SODA, OR EQUAL, ASSORTED FLAVORS	24/12 OZ./CS	40 CS				
2	YACHT CLUB SODA DIET , OR EQUAL, ASSORTED FLAVORS	24/12 OZ./CS	30 CS				
3	YACHT CLUB SODA SELTZERS, OR EQUAL, ASSORTED FLAVORS	24/12 OZ./CS	20 CS				
4	YACHT CLUB SODA SPARKLING WATER, OR EQUAL	24/12 OZ./CS	20 CS				