

5/19/16



**RHODE ISLAND
COLLEGE**

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

RFQ#: **27029**

SOLICITATION TITLE: **Concession Contract – Coin Operated Laundry Equipment in Six Residence Halls - RIC**

BID PROPOSAL SUBMISSION DEADLINE: June 21, 2016 at 10:00 AM

SURETY REQUIRED: YES

BOND REQUIRED: NO

Note to Bidders: Questions concerning this solicitation may be emailed to [jcmorelli@ric.edu](mailto:jcimorelli@ric.edu) no later than 5/31/16 @ 3:00 PM (EST). Please reference the Bid # on all correspondence. Questions received if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.

FEIN: _____

VENDOR NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

CONTACT PERSON: _____

EMAIL: _____

TITLE: _____

NOTICE TO VENDORS:

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

SECTION 2 —DISCLOSURES

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

Indicate “Y” (Yes) or “N” (No) for Disclosures 1-4, and if “Yes,” provide details below

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

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

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

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

Disclosure details (continue on additional sheet if necessary):

SECTION 3 – OWNERSHIP DISCLOSURE

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

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

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

SECTION 4 – CERTIFICATIONS

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

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

THE BIDDER CERTIFIES THAT:

- ____ 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to the solicitation.
- ____ 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements any contract awarded pursuant to this solicitations and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- ____ 3. The Bidder will maintain all required licenses during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- ____ 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in the Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- ____ 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or Official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party

contingent on the award of a contract pursuant to this solicitation.

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

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

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

Certification details (continue on additional sheet if necessary):

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

BIDDER

Date: _____

Name of Bidder

Signature in ink

Printed name and title of person signing on behalf of Bidder

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

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

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

Taxpayer Identification Number (T.I.N.)

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

Social Security No. (SSN)

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Employer ID No. (EIN)

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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.

**COIN OPERATED LAUNDRY MACHINE CONCESSIONS FOR SIX (6) RESIDENCE HALLS:
BROWNE HALL, SWEET HALL, THORP HALL, WEBER HALL, WILLARD HALL,
PENFIELD HALL
RHODE ISLAND COLLEGE**

Blanket Period: 7/1/2016 – 6/30/2021

Concession Operators: Laundry Machines, Coin Operated

Request for a concessionaire for Laundry Equipment (Coin Operated and Card Ready Washers and Dryers) in the Six (6) Residence Halls at Rhode Island College for a period of five (5) years.

1. Percentage of Gross Income Payable on a monthly basis.

Five (5) year contract starting July 1, 2016 – June 30, 2021

Commission Fee Structure		
Year 1		
Period: 7/1/16 - 6/30/17		
Monthly	_____ %	% of laundry income up to \$29,999.00 per year
Yearly	_____ %	% of laundry income in excess up to \$29,999.00 per year
Year 2		
Period: 7/1/17 - 6/30/18		
Monthly	_____ %	% of laundry income up to \$29,999.00 per year
Yearly	_____ %	% of laundry income in excess up to \$29,999.00 per year
Year 3		
Period: 7/1/18 - 6/30/19		
Monthly	_____ %	% of laundry income up to \$29,999.00 per year
Yearly	_____ %	% of laundry income in excess up to \$29,999.00 per year
Year 4		
Period: 7/1/19 - 6/30/20		
Monthly	_____ %	% of laundry income up to \$29,999.00 per year
Yearly	_____ %	% of laundry income in excess up to \$29,999.00 per year
Year 5		
Period: 7/1/20 - 6/30/21		
Monthly	_____ %	% of laundry income up to \$29,999.00 per year
Yearly	_____ %	% of laundry income in excess up to \$29,999.00 per year

2. With Option for an additional six (6) months (7/1/21 – 12/31/21). Comprehensive General Liability Insurance Needed.

Option to Renew: 6 months	
Period: 7/1/21 - 12/31/21	
Monthly	_____ % % of laundry income up to \$29,999.00 per year
Yearly	_____ % % of laundry income in excess up to \$29,999.00 per year

SCOPE OF SERVICES:

The following are specifications between the Office of Residential Life and Housing, Rhode Island College and the Concessionaire. Rhode Island College requests a quotation be provided from vendors to provide laundry services for the College Residence Halls in accordance with the terms described for the period July 1, 2016 to June 30, 2021.

The College reserves the right to terminate the contract with the Concessionaire under the conditions described herein. Upon termination notice, the Concessionaire will remove all laundry machines and equipment within one to thirty (30) days after the notification.

All bidders must bid a commission fee of at least 58% of gross income.

1. The laundry equipment will be located in the following residence halls: Browne Hall, Sweet hall, Thorp Hall, Weber Hall, Willard Hall, and Penfield Hall. Any additional residence halls or apartments (including handicapped equipped areas) acquired or built during the term of this contract will be serviced in the same manner as the aforementioned residence halls. There a total of 10 laundry rooms for six residence halls.
2. The Concessionaire will be granted exclusive right to hook up to existing water and electric facilities and maintain for use by occupants and employees of the College, coin operated laundry machines and equipment on the premises of Rhode Island College residence halls. Installation will include connection with and gratuitous sue of existing electric, hot and cold water, venting and sewer lines on the premises to operate its equipment.
3. The Concessionaire is hereby authorized to enter Rhode Island College residence halls at all reasonable times to gain access to its equipment for purposes of installation, maintenance, coin collection and other miscellaneous and incidental services. The vendor will contact the Office of Residential Life and Housing or the Security Office to gain admittance.
4. Coin collection shall be conducted on a monthly basis during periods of occupancy. Each washer and dryer will be equipped with a manufacturer's non-resettable computerized auditing system. During the contract term, the Vendor will maintain adequate and proven records of both coin and card revenues collected. The vendor shall provide quarterly written reports to the Director of Residential Life and Housing showing all machine cycle activity and revenues collected. Commission checks, payable to Rhode Island College, based on the agreed upon rate(s) and method of calculation, must be sent directly to the Residential Life & Housing Office on or before the tenth of each month for the previous month's receipts.

5. The Concessionaire will assume responsibility for any loss or vandalism to its equipment. The Concessionaire will insure under public liability insurance against any damages for property damage and personal injuries resulting from the use of its equipment. The insurance will be carried throughout the term of this contract and the policy shall contain an endorsement naming the College as an Additional Insured with respect to operations of vendor under this agreement. Rhode Island College will be defended, indemnified and held harmless for any obligations, taxes, debts, damages, losses, expenses or associated costs of the Commissionaire to others, including but not limited to the Vendor's customers, suppliers, employees, representatives and independent contractors.
 - a. **Commercial General Liability Insurance** covering bodily injury broad property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage will be written on an occurrence basis and will extend to an agent, independent contractor, temporary worker and a leased worker. A combined ingle limit of \$1,000,000.00 per occurrence and aggregate is required.
 - b. **Auto Liability Insurance** covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of \$1,000,000.00 will be obtained.
 - c. **Workers Compensation** coverage in compliance with the workers' compensation laws of the State. Coverage will include Employers Liability Insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 disease or policy limit, \$500,000.00 each employee.
 - d. **Professional Liability Insurance** Coverage to include Errors or Omissions, Product Failure, Security Failure, Professional Liability and Personal Injury. Concessionaire will obtain Professional Liability Insurance with minimum limits of \$1,000,000.00 per occurrence and aggregate.
 - e. **Employee Dishonesty Insurance** with minimum limits of \$50,000 per each occurrence.
6. In addition to coin operation of the machines, Rhode Island Colleges operates on a debit card system. The Vendor shall supply information on its equipment and its equipment's ability to interface with card systems. Provide manufacturer's specifications and current users' references.
7. The Concessionaire shall service or repair its equipment within ten (10) business hours of a service call to the Concessionaire by the college with reasonable exceptions

granted. The Concessionaire service personnel must be uniformed, qualified, have clearly marked vehicles and carry ID.

8. Said equipment shall consist of at least 22 washers and 32 dryers and will be installed in buildings designated in paragraph #1 of this agreement, and as designated by the Director of Residential Life and Housing, Rhode Island College, in accordance with capacity of each residential area. Vendor agrees that all equipment installed will be new, unused equipment and accessories at all locations. Washers and dryers must be equipped with factory installed computerized audit control systems to insure coin collection and card reader security and accountability. Information on the number of coins, time and date of coin-vault openings, time and collections and power failures must be retrievable via two-way data transfer using a hand-held reader/scanner. Washers and dryers must feature electronic displays which indicate vend price, price countdown, cycle countdown and cycle status. Machines will all feature variable sound signals to indicate coin insertions, cycle pad depressions, unbalanced loads and end of cycles.
9. The washers and dryers will be equipped with factory installed drop-coin meters, which verify size, magnetic content, and weight of coins to prevent usage of slugs and foreign coins and unauthorized usage.
10. Machines installed must be high quality commercial grade laundry machines (such as, but not limited to, Maytag, Whirlpool, and Speed Queen).
 - a. Washers will be (Front load). Washers must feature stainless steel inner and outer wash tubs, have an extract speed of 1,000.00 rpm, see thru door, digital display which show both the price per cycle, price countdown, cycle time countdown and cycle status. Washers must be equipped with factory installed computerized auditing systems to insure collection security and accountability. Information on the number of coins, cycles, card generated cycles time and date of coin-vault openings, time of collections and power failures and must be retrievable via two-way transfer using hand held reader/scanner. Washers must offer students a 3 speed distribution, low and high to insure proper load balancing and maximum water extraction. Washers must also feature variable sound signals to indicate cycle pad depressions, unbalanced loads and end of cycle notification. The unit shall comply with all ADA "Unobstructed Reach Range" and "Obstructed Side Reach" requirements and ICC/ANSI guidelines. The dispenser shall also be located on the front of the washer.
 - b. All Dryers, single load dryers/stack dryers or equal shall be gas or electric operated as needed for each facility, and either single or stacked models will be required as needed for each facility. All dryers must feature galvanized

steel drying cylinder, 18# capacity, five drying selections, secured lint filter, digital display which show both the price per cycle, price count down, cycle time countdown and cycle status. Dryers will have four different drying selections, 2.06 square-foot reversible loading door, 1/3 HP motor with 120 volts, 60 hertz and thermo protected. Dryers must be equipped with factory installed computerized auditing systems to insure collection security and accountability. Information on the number of coins, cycles, card generated cycles, time and date of coin-vault openings, time of collections and power failures and must be retrievable via two-way transfer using hand held reader/scanner. Dryers must also feature variable sound signals to indicate cycle pad depressions, and end of cycle notification. The units shall provide an airflow rating of 214 cubic-feet per minute. The Units shall comply with all ADA "Unobstructed Reach Range" and "Obstructed Side Reach" requirements and ICC/ANSI guidelines.

11. The Concessionaire shall be responsible for providing all appropriate venting of equipment in accordance with local building codes and College requirements. All laundry rooms and machines shall display clear and concise printed instructions for machine use. It shall be the Concessionaire's responsibility to provide and maintain such instructions at each and every location.
12. The respondent shall state the make, model, year of manufacture, and features of the proposed washers and dryers and shall include information about the following: energy efficiency, customer features, safety features, internal auditing features and debit-card compatibility of equipment in addition to coin operation.
13. The units must be compatible with The CBORD Group's one card system Odyssey PCS. CBORD offers IP addressable laundry controllers that communicate online with Odyssey PCS. Laundry room equipment is managed through a single laundry controller that is wired to each washer and dryer. Each Laundry Controller supports up to 32 machines. One swipe of ID card allows card holds to select one or more washer or dryer (configurable) using the membrane keypad. Each individual washer or dryer must be equipped with an Interface that is configured to enable communication back to the IP-Laundry Controller. The interface is typically referred to as "card ready".
14. The Concessionaire will keep all washers, dryers and venting equipment in good cosmetic appearance consistent with the College's standard of cleanliness. This includes keeping the machines clean inside and outside as well as removing dirt and lint from hard to reach areas. The Concessionaire will clean and sanitize all machines and equipment on a weekly basis during periods of occupancy at a set agreed upon day. The college will be responsible for general clean up of the laundry rooms. The vendor shall inspect all laundry rooms and machinery a minimum of four (4) times

per year by a Field Supervisor and on a weekly basis by on-site personnel to provide ongoing maintenance and cleaning/sanitation to the equipment and to the room renovations the vendor completed in compliance with this agreement.

15. The vendor will install appropriate amount of folding tables and bench seating according to the size of the laundry room area. With the exception of Sweet Hall laundry rooms, all laundry rooms designated in paragraph #1 of this agreement will have a minimum of one folding table and one bench.
16. The vendor shall complete all renovation work as specified in the bid addendum or contract at its own expense and must meet the Rhode Island College Office of Residential Life and Housing's specifications and consent. This includes installation of laundry room furnishings and lighting.
17. Rhode Island College shall not permit any other laundry vendor's equipment on the premises for profit during the term of this contract.
18. The fee for use of the machines during the term of this contract will be as follows:
 - Coin Use
 - \$1.25 for cold water wash; \$1.50 for hot water wash
 - \$1.50 for dryer + \$.25 for 20 minutes
 - Card Use
 - \$1.25 for cold water wash; \$1.45 for hot water wash
 - \$1.45 for dryer + .25 for 20 minutes

Fee structure changes must be approved by Rhode Island College.

19. The Concessionaire must submit a list of 5 current college/and/or university accounts with references.
20. The Concessionaire will refund lost money to students due to malfunction of the machines. The refunds will be distributed by the vendor directly to the student. The Residential Life and Housing Staff and/or students will report any problem with the machines to the vendor.
21. The term of this contract shall be for a period of five (5) years (from date of installation of equipment) with an extension of six (6) months (if approved by the Director of Residential Life and Director of Purchasing) and may be cancelled at anytime on 60 days notice via certified mail for the following documented cases:

- a. Failure to service a machine within 24 hours of a reported breakdown.
 - b. Failure to replace any machine with a new machine that cannot be repaired within 48 hours of a reported breakdown.
 - c. Non-payment of commission on a monthly basis.
22. Rhode Island College reserves the right to audit cash collections and cash accounting procedures on an un-announced basis, and to visit the vendor's facilities for such purposes on an announced basis.
23. During the contract term, Rhode Island College shall retain the right to require the Concessionaire at any time to remove from College property any employee, agent or representative of the Concessionaire whose conduct, appearance, or performance is reasonably deemed by the College to be unacceptable.