

6/1/16



**RHODE ISLAND
COLLEGE PURCHASING DEPARTMENT**

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

RFQ#: 27215

SOLICITATION TITLE: **Concession Contract – Vending Service – Donovan Dining Center
-RIC**

BID PROPOSAL SUBMISSION DEADLINE: June 24, 2016 @ 11:00 AM

SURETY REQUIRED: YES

BOND REQUIRED: NO

Note to Bidders: Questions concerning this solicitation may be emailed to jcimorelli@ric.edu no later than June 13, 2016 @ 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, 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.

BIDDER

Date: _____

Name of Bidder

Signature in ink

Printed name and title of person signing on behalf of Bidder

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

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

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

Taxpayer Identification Number (T.I.N.)

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

Social Security No. (SSN)

Employer ID No. (EIN)

--	--	--

--	--

NAME

ADDRESS

(REMITTANCE ADDRESS, IF DIFFERENT)

CITY, STATE AND ZIP CODE

CERTIFICATION: Under penalties of perjury, I certify that:

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

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

PLEASE SIGN HERE

SIGNATURE _____ TITLE _____ DATE _____ TEL NO. _____

BUSINESS DESIGNATION:

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

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

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

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

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

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

CONCESSION CONTRACT – VENDING SERVICES
DONOVAN DINING CENTER
RHODE ISLAND COLLEGE

Blanket Period: 7/1/2016 – 6/30/2021

Concession Operators: Food and Beverage Concession Contractors

SERVICES REQUESTED

Rhode Island College (RIC) is seeking interested Vendors capable and willing to provide 24 hour food and beverage vending services that meet the preferences of the RIC community.

Rhode Island College invites interested Vendors to submit commission quotations to provide food and beverage vending services on RIC campus in accordance with the terms and conditions described herein, for the period July 1, 2016 to June 30, 2021 with the potential of two (2), one year extensions.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS

Potential offerors are advised to review all sections of this Request carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Product descriptions and usage shown in this solicitation, including the attached exhibits, are approximations for the periods shown. RIC can guarantee or insure that the product mix or level of product usage will meet or exceed the levels shown at any time during the life of the contemplated contract.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals that depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this Invitation to Bid or to provide oral or written clarification of its content shall be borne by solely the offeror. RIC assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the Rhode Island College Purchasing Agent.

All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

Proposals misdirected to other State locations or which are otherwise not present in the Rhode Island College Purchasing Department at the time of opening, for any cause, will be determined to be late and will not be considered.

In accordance with Titke 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the selected vendor (s).

It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(2) proposed to be used are identified in the proposal.

INVITATION TO BID PROCESS

- Interested Vendors ***must*** provide the prices and percentage of price commission for each of the item categories listed on *ATTACHMENT 1* for each year listed.
- Interested Concessionaries ***must*** provide a monthly commission guarantee on *ATTACHMENT 1* for each year listed.
- Interested Vendors must provide at least three (3) names and contact information for current or past food and beverage vending service customers, preferably in a college, university or multi facility account, for whom the Vendor has provided services.
- Interested Vendors are strongly encouraged to attend the pre-bid conference, at a time to be specified by the RIC Purchasing Department. The pre-bid conference will include a tour of the facilities and locations where vending services shall be required.
- Interested Vendors must provide a plan to deter vandalism, at time of bid submittal
- The successful Vendor(s) will submit to the RIC Purchasing Department a performance bond guarantee, for the term of the contract, valued at \$100,000 prior to contract award.
- The successful Vendors will obtain Comprehensive General Liability Insurance with a minimum of \$1,000,000 coverage for Bodily Injury, and Property Damage. A copy of the policy will be submitted to RIC before the Concessionaire installs any equipment.
- The offeror's status as a Minority Business Enterprise (MBE), certified by the Rhode Island Department of Economic Development which addresses the State's goal often percent (10%) participation by MBE's in all State procurements.

Insurance for Vending Services

The Vendor will assume responsibility for any loss to its equipment resulting from damage, destruction, or theft of the vendor's property for any reason. RIC shall not be liable to the Vendor for any loss of profits arising out of any such damage, destruction, or theft, or other circumstances.

The Vendor shall indemnify, defend, and hold harmless RIC against personal injuries or loss or damage to property on the premises resulting from product defects or arising out of the Vendor's performance of its duties.

Insurance Certificates are required for Workers Compensation, General Liability, Property Damage and Auto Insurance. Upon notice of Tentative Award, the successful bidder(s) will be required to submit the above naming RIC as additional insured by a firm authorized to do business in the State of Rhode Island.

CONTRACT ADMINISTRATION

Rhode Island College's Purchasing Department is the office of responsibility for all matters involving the bidding process for this contract. Questions related to the bidding process shall be directed to the Rhode Island College Purchasing Agent listed.

RIC has full jurisdiction and responsibility for the food service vending program on the campus. The Director of Dining Services at RIC is responsible for the administration and execution of this contract. Questions concerning the administration and execution of this contract shall be directed to the Director of Dining Services at Rhode Island College, 600 Mt. Pleasant Avenue, Providence, RI 02908.

CONTRACT AWARD:

The contract shall be awarded to the Vendor(s) deemed by RIC to be the most capable of meeting the food and beverage vending needs of the college community *and* having bid the highest dollar amount in net commission for the contract period.

Interested Vendors may provide commission quotations using any of the following options:

- Option A. Beverage and Food Vending.
- Option B. Beverage Vending only. (No food vending)
- Option C. Food Vending only. (No beverage vending)

Interested Vendors must clearly indicate the option for which they are providing commission quotations for on *Attachment 1*. Interested Vendors must also indicate on *Attachment A* each product they intend to offer, to include name, size, selling price and per cent commission which will be offered by the Vendor to the College.

RIC reserves the right to award the contract be awarded in part or whole depending upon the results of the bidding process. RIC also reserves the right to rescind this bid and seek new bids should the results of the bid process be deemed to be unresponsive or not in the best interests of RIC. RIC also reserves the right to make multiple awards if no single vendor can provide the requested services and products.

The Vendor shall not assign, sublet, or underlet the whole or any part of said contract except as permitted and authorized by the Director of Purchasing at Rhode Island College.

CONTRACT DURATION:

The terms of this agreement shall be for the period July 1, 2016 to June 30, 2021, with the potential for two (2), one year extensions. Contract extensions are at the discretion of RIC.

During the term of this contract RIC shall not permit any other food service vending concessionaires on its premises without the written consent of the Vendor(s). However, RIC reserves the right to seek such service should the successful Vendor(s) be unwilling or unable to provide food and beverage services in a location deemed necessary by RIC.

CONTRACT TERMINATION

The RIC Purchasing Agent, upon request from Director of Dining Services, reserves the right to terminate the contract for non-performance of the terms and conditions described herein. The Vendor(s) will remove all food and beverage vending machines not later than 10 calendar days from the date of termination notification. The contract may be terminated by Rhode Island College at any time with 30 days' notice of non-performance. Any and all of the following conditions shall be considered as non-performance:

- Failure to service machines within 24 hours of a reported breakdown.
- Failure to replace any machines that cannot be repaired within 2 working days of a reported breakdown. (The intent is 24 hours).
- Non-payment of the correct commission on a monthly basis; commission shall be delivered to the Rhode Island Dining Services no later than the fifteenth day of the following month.
- Failure to account for and deliver correct commission on a monthly basis, as stated above.
- Failure to provide product in a timely manner.
- Failure to honor or perform any other material term or condition of as listed herein

EQUIPMENT

Throughout the contract period, the successful Vendor(s) will coordinate all installations, all equipment connections to College utilities, and or equipment movements, through the Director of Dining Services.

The successful Vendor(s) agree that the initial equipment installation of vending equipment at contract commencement will be like new, and no older than three years. The Vendor(s) shall provide the Director of Dining Services with a complete listing of the machines to be installed indicating the make, year and model, and serial number prior to the installation of equipment.

All equipment must be ADA compliant, approved by the Director of Dining Services, the Nation Sanitation Foundation, and the National Automatic Vending Association. RIC requires that all equipment be energy efficiency and compatible with College Dining Service's sustainability and environmentally friendly initiatives. Vending machines shall be designed to conserve energy and use such Miser Savings Products such as sensors and other energy saving technologies.

RIC requires all equipment to be of suitable color, height, and provide a sense of uniformity. Brand advertising on equipment is not a given, generic facades may be required. Equipment shall not be used for advertisement of any type, with the exception of the specific products available for sale within the specific piece of equipment.

The cost of installations will be considered the vendor's responsibility with the Rhode Island College providing, free of charge, all necessary electricity, hot and cold water, and use of sewage facilities needed by the vendor, where they exist, to operate its equipment at agreed upon vending locations.

Any modifications, changes, or up-grades to the existing plumbing, electrical outlets, wiring, and/or conduits must be pre-approved by the RIC Director of Dining Services; all costs will be borne by vendor. The RIC reserves the right to designate a new location within its premise for any vending machine installed by the vendor, and within 10 days, the Vendor shall at its expense, move and re-install the vending machines at the new location. The Vendor must adhere to all codes when installing and servicing equipment including the requirement to maintain a clear width of 44 inches in any corridor or path leading to an exit.

Title to the vending machines will remain with the Vendor. At the expiration or termination of this agreement, the vendor shall remove its equipment from the Rhode Island's College premises, including installations made by the vendor as directed by the Director of Dining Services. The Vendor shall restore the site to the condition prior to use thereof by the vendor. The Vendor shall repair all damage caused by the installation or removal of its equipment. This may include capping or otherwise securing for re-use all wires and utility, lines left exposed or unconnected.

Currently, most facilities on the campus have one beverage and one snack machine. The successful Vendor(s) shall plan to provide the number and type of food and beverage vending equipment listed below:

30	Beverage (Coke/Pepsi) Vendors
9	Juice Vendors
7	Pastry/Snack/Candy Vendors
6	Spiral Vendors with Candy/Pastry/Snack
1	General Merchandise Vendors
12	Water Vendors
1	Portable Point Sales Reader

The successful Vendor(s) agree(s) to provide additional food and beverage vending equipment upon request from the Director of Dining Services, when the Director deems it necessary to support the needs of the College community in a new manner and/or different location on campus. For example, during the contract period, Dining Services may seek to establish locations with multiple machines, including but not limited, ice cream, hot food merchandisers, etc.

CASHLESS PURCHASE VENDING EQUIPMENT

RIC is committed to supporting the College community's preference for cashless payment of vending products. RIC has developed a campus-wide debit card system and requires all vending machines have both dollar bill validation devices and debit card readers. RIC also requires each vending machine to have the ability to accept mobile application payment options (PayRange or equal).

RIC also requires that all vending equipment in the Residence Halls be compatible with the CBORD "Odyssey", on line transaction privilege control card system (PCS) in use by RIC. All costs associated with purchase/lease of vending magnetic card (debit card) readers shall be borne by the vendor.

REPAIR or REPLACEMENT of INOPERABLE EQUIPMENT

The Vendor(s) will assume responsibility for any loss to its equipment and is required to provide a system to deter vandalism, and prevent machines from being pried open, tipped over or otherwise looted and/or damaged

The Vendor(s) agrees to render operable any inoperable machine(s) within 24 hours of machine being reported to the contact number provided by the Vendor(s). The Vendor(s) further agrees to replace any machine that cannot be repaired within 48 hours of the report of its malfunction shall be removed from the premises and suitable equipment shall be furnished and installed and set back in operation, unless an alternative plan is approved in advance by the Director of College Dining Services.

SERVICE STANDARDS

Vendor(s) will be authorized and empowered to enter the designated premises at all reasonable times during regularly scheduled business hours to gain access to its equipment for the purpose of installation, normal maintenance, coin collection, and other miscellaneous and incidental services.

At the expense of the vendor, all contracted personnel will have had background checks and shall wear uniform, badges or other identifiers while on campus.

All service will be performed by trained, qualified personnel identified by an openly displayed company insignia. All service personnel will hold all required licenses and be bonded and insured, and background checks will have been performed.

Successful Vendors must maintain food and beverage vending equipment and the areas immediately surrounding the equipment in a sanitary and operable status at all times. The concessionaire will remove all rubbish, which is directly related to the servicing and refilling of the machines, from RIC. RIC will be responsible for refuse generated after purchase.

The Vendor(s) shall be responsible for losses resulting from not properly securing or maintaining the security of an area while performing tasks required by this contract. RIC will not issue keys or electronic access cards. However, coordination for access will be made available to the Vendor(s) if applicable. The

Vendor(s) is prohibited from propping open any door and must ensure that doors properly closes when he/she departs the area.

UTILITIES

The Vendor(s) will be granted gratuitous use of electric, hot and cold water and sewer lines as well as exclusive rights to connect to existing water and electrical connections currently maintained for use by food and beverage vending machines on the campus. The cost of installation shall be the Vendor(s) responsibility.

PRODUCT STANDARDS

RIC requires a breadth of products to meet the requirements of a diverse student body, faculty, staff and visitors. The vendor agrees to be receptive to RIC customer preferences and to satisfy those preferences wherever feasible. RIC seeks healthy snack options to be available at all vending locations.

RIC requires that all products offered for sale be name brand, nationally recognized products which adhere to Federal, State and local regulations concerning labeling, ingredient listings, expiration dates, etc. The vendor agrees that food requiring refrigeration shall be held at proper temperature from the time of production to the time of purchase in the vending machine. The Vendor will be completely responsible for the cleaning and sanitation of its equipment. The sanitation standards will be set by the Department of Health, State of Rhode Island.

The Vendor agrees that all items vended will be wrapped and prepackaged, will have ingredients listed on the labels, and will have the removal date prominently displayed. The vendor will be solely responsible for ensuring that all vending products are fresh and not sold after their posted expiration date. The vendor agrees that shelf life for pastry items will be as per manufacturer's code date.

PRODUCT PRICING

The Vendor may not change selling prices of products or add to or delete from the number of machines without the knowledge and written approval of the Director of Dining Services.

All proposed food and beverage price changes will be negotiated with and approved by the Director of Dining Services, 30 days in advance of such change.

PAYMENTS

The Vendor will pay the higher of

- a.) the percentage of the gross revenue produced by each vending machine as specified in Attachment A
- or
- b.) The minimum monthly commission dollar amount as stated on Attachment A of the Bid Award.

For sales made with magnetic stripe cards, RIC will download sales information via a data collector (present in the VIS). Not later than the 15th of the month following the sales RIC shall issue a report to the Concessionaire and submit a check for the amount of sales, less commissions earned and or monies outstanding to RIC.

Commissions will be paid by check on a monthly basis, not later than the fifteenth (15th) day of the following month, to Rhode Island College Dining Services. The commission check shall be accompanied by a listing of gross sales by vending location, item category and applicable commission percentage quoted.

All commission payments must be accompanied by a report for each machine compiled via a computerized record keeping system providing the designated RIC office with supporting documentation to audit and verify gross sales recorded and commissions received for each machine. The format of the report will be mutually agreed to by the RIC and the Vendor and approved in advance.

The vendor agrees that RIC, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records related to the vendor's Performance under this agreement. Such records shall be kept by the vendor for a period of two (2) years after termination of this agreement, unless the RIC representative authorizes their prior disposition in writing.

RIC reserves the right to audit cash collections and accounting on an unannounced basis. This may include visits to the Vendor's facilities and/or having a designated official present at the time of collection. Collections should be conducted within reasonable hours and during regular workdays.

REFUNDS

Concessionaire will establish procedures acceptable to the Director of College Dining Services that allow for on campus refunds for unsatisfied customers.

Customers who claim to have lost cash in the equipment will be reimbursed by the vendor. The amount shall be paid by the vendor on a weekly basis to a site and in a manner deemed appropriate by RIC. RIC will credit customers who claim to have lost Campus Points or Dining Dollar Account funds in the equipment. A history will be reviewed and a void will be applied to the monthly transfer of funds to the vendor. Sign(s) bearing the name of the vendor and instructions for reimbursement of lost money shall be provided by the Vendor and posted prominently on each vending unit.

COMPLIANCE WITH EMPLOYMENT STANDARDS

Vendor(s) will comply with all labor, OSHA and other applicable regulations of the State of Rhode Island and the U. S. Government. The vendor will comply with all regulations of the State of Rhode Island and Federal Government concerning employment rates, sanitation, OSHA, Anti-Discriminatory and Equal Opportunity practices.

RECYCLING and TRASH REMOVAL

RIC and its Dining Services is committed to sustainability and environmentally friendly practices. Vendor(s) are required to remove from campus, all trash and recyclables generated when servicing vending units. Vendor(s) are also encouraged to offer recycling opportunities such as "reverse vending machines" that provide incentives for customers to recycle plastic bottles, cans, etc.

OPPORTUNITIES FOR STUDENTS

Vendor(s) are encouraged to consider RIC students and graduates for part time, fulltime, or internships, etc.

