



Solicitation Information

March 10, 2014

RFP# 7548562

TITLE: Food - Prime Vendor

Submission Deadline: April 9, 2014, 11:00 AM EDT

NONMANDATORY PRE-BID/ PROPOSAL CONFERENCE: YES

Location: Conference Room B, Second Floor, 1 Capitol Hill, Providence 02908

Time: 9:00 AM EDT, March 20, 2014

Questions concerning this solicitation must be received by the Division of Purchases at questions2@purchasing.ri.gov no later than **March 24, 2014 at 2:00 PM EDT**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP#7548562 on all correspondence. Any questions received will be posted on the Internet as an Addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID BOND REQUIRED: NO

PERFORMANCE BOND REQUIRED: YES

ASSOCIATED ELECTRONIC FILES: YES: See Electronic Solicitation Bidding Information below

BIDDER CERTIFICATION COVER FORM: Bidders must be registered vendors and download, complete, and submit a Bidder Certification Cover Form with each bid proposal. (obtainable at www.purchasing.ri.gov),

Buyer Name: DANIEL W. MAJCHER, ESQ.

Title: ASSISTANT DIRECTOR, SPECIAL PROJECTS

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Electronic Solicitation Bidding Information

Downloading and Accessing Electronic Files

Accessing electronic files on the purchasing website will require Adobe viewer. All bids denoted with a “D” in the “Info” column will require WinZip 8.1 software. The WinZip file may contain one or more files. These files may require additional software such as Microsoft Office.

Bids that have a file for download are marked with a “D” in the “Info” field of the bid search results page located on the Purchasing website. The “D” will indicate an active link to the WinZip file until the bid reaches its opening date. Clicking on the active “D” link will allow you to open or save the WinZip file associated with the bid. Opening the WinZip file will offer you the option of saving to your local computer.

Once saved, you can open the WinZip file and view the files. The individual files can be saved to your computer in a location such as “Desktop” or “My Documents”.

SECTION 1: PURPOSE

The Rhode Island Department of Administration/Division of Purchases ("Division"), on behalf of the Executive Branch Agencies and other governmental entities, is soliciting proposals from qualified organizations to provide food products to the State of Rhode Island.

Although the Division intends to select a single Vendor to provide services, in the best interests of the State, the Division reserves the right to award to multiple Vendors that may serve various government entities. Although the Division is focused primarily on providing food products for the Executive Branch Agencies, the Division intends for this agreement to also be available to other branches of State government, municipalities and quasi-agencies.

The award(s) will be for three (3) years with the potential for two (2) one-year extensions in accordance with the terms of this RFP, the terms stated in the Rhode Island Vendor Bidder Certification Cover Form, and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at <http://www.purchasing.ri.gov>.

Award[s] will result in a "Master Price Agreement" ("MPA") available to all State agencies under the purchasing regulations posted on the purchasing website, with the same terms and conditions proposed in response to this RFP to be offered to all branches of Rhode Island state government, and municipalities (cities, towns, and school districts) and quasi-agencies.

An MPA is a pricing agreement between the State and a qualified Vendor[s] to provide services or goods at an agreed **maximum** rate or cost as needs arise in the future. This MPA may be awarded to one (1) or more qualified firms at the sole discretion of the State to provide food products. There is no guarantee of any level of purchasing activity on behalf of the State to any Vendor or Vendors listed on the MPA. However, for reference purposes, the attached **Appendix A** includes previous expenditure information. *If multiple Vendors are selected, an agency may contact the various Vendors on the MPA in an effort to receive the best rates possible.*

This is an RFP, not an Invitation for Bid: responses will be evaluated on the basis of the relative technical merits of the proposal as provided herein, in addition to cost; there will be no public opening and reading of responses received by the Division pursuant to this RFP, other than to name Vendors who have submitted proposals. At the time of contract award, proposals will be made public, but may be redacted if they contain confidential or proprietary information.

SECTION 2: PROPOSAL PROCESS/SUBMISSION GUIDELINES

General Procurement Process

- This procurement for Food Products will be conducted in accordance with the State's procurement regulations and laws available at <http://www.purchasing.ri.gov>.
- This section includes instructions for Vendors to follow in preparing and submitting proposals. Failure to comply with these instructions in full may result in a Vendor's

disqualification. The State also reserves the right to reject any and all proposals received or to cancel this Request for Proposal (RFP) at any time in the best interests of the State.

Instructions and Notifications to Vendors

- Potential Vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive in the sole discretion of the Division of Purchases.
- All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the Vendor. The State assumes no responsibility for these costs. Therefore, the State shall not be responsible in any way, for reimbursement or otherwise, for the Bidder's costs incurred by a Bidder during the procurement process or the contracting period.
- Acceptance Period: In consideration of being allowed to submit a proposal, a submitted proposal shall remain valid from the proposal submission date through the first to occur of (i) the date of contract execution, (ii) the date the RFP is cancelled (which the Division may do at any time, in accordance with R.I. Gen. Laws § 37-2-23), or (iii) six (6) months after the due date for proposals. Proposals containing an acceptance period of less than the aforementioned period shall be automatically disqualified and rejected. Proposals are considered to be irrevocable and may not be withdrawn, except with the express written permission of the State 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 Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
- It is intended that an award pursuant to this RFP will be made to a prime Vendor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the Vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
- All proposals should include the Vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov. Please include only one (1) W-9 in the original proposal.

- A signed and completed four-page RIVIP Vendor Certification Form with a letter of transmittal signed by an owner, officer or authorized agent of the firm or organization, acknowledging and accepting the terms and conditions of this Request, and tendering an offer to the Division. The signature of the official with legal authority to bind an organization into a contractual agreement should also be included. This form is downloadable by registered Vendors at <http://www.purchasing.ri.gov>.
- The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
- Vendors are advised that all materials submitted to the State for consideration in response to this RFP may be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, and may be released for inspection immediately upon request after an award has been made. Prior to an award and at the time of proposal submission, only the name and location (State) of a Bidder will be made public. In its response to this RFP, each Bidder may designate any portion(s) of its proposal the Bidder deems proprietary or confidential, and which the Bidder believes to be exempt from disclosure, citing the specific statutory authority upon which it relies. A Bidder's assertion of exemption will not be binding on the Division, but will be considered in responding to an "Access to Public Records Request." If a Bidder does not appropriately designate confidential or proprietary portions of its proposal or fails to provide valid legal authority for such designation, all portions of the Bidder's proposal may be subject to disclosure. Any highly confidential documents such as financial statements of the Bidder should be placed in a separately sealed envelope and marked as "confidential."
- Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP. It is the responsibility of the Bidder to monitor the Division's website for any addendums.
- Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090.
- In accordance with Title 7, Chapter 1.2 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 successful Vendor(s).

- The Vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator at (401) 574-8253 or visit the website www.mbe.ri.gov or contact charles.newton@doa.ri.gov.
- Restrictions on Communications – No Bidder-initiated contact, other than normal business activities not associated with this procurement, will be allowed after the issuance of this RFP between Bidders and State employees or their agents regarding this solicitation, except with express permission of the Division. Any such other contact may be considered improper and may disqualify a Bidder from further consideration. The appropriate channel to direct any communications, concerns or questions regarding the RFP is through the email address provided herein. For technical questions for registering as Vendor with State of Rhode Island, the Bidder may contact the Division of Purchases.
- Non-Material and Material Deviations: Failure to furnish all required information or to follow the format specified in this RFP may disqualify a proposal. The Division may or may not (in its sole discretion) waive any material or non-material deviation in a proposal. The Division's waiver of any deviation shall not modify the RFP requirements nor excuse the proposing Bidder from full compliance with the Contract requirements.
- Amendments to the RFP: The Division reserves the right to amend the RFP at any time prior to submission. Any amendments will be posted on the Division's website in the form of an addendum.
- If a Bidder fails to notify the Division contact person of an error in this RFP which was known or reasonably should have been known to the Bidder, the Bidder shall submit a response at the Bidder's own risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or performance time by reason of the error or its later correction.
- Questions concerning this Request for Proposals may be emailed to the Division of Purchases at rfp.questions@purchasing.ri.gov no later than the date and time specified on the cover page of the solicitation. Questions should be submitted in a Microsoft Word attachment. Please reference the RFP number on all correspondence in the subject of the email. Questions received, if any, will be posted on the Division's website as an addendum to this RFP. It is the responsibility of all interested parties to download this information. For computer technical assistance, call the Help Desk at (401) 574-8100. Vendors should recognize that the only official answers to any questions are those made in writing and issued by the Division of Purchases which will be posted as an addendum on the purchasing website.

SECTION 3: BACKGROUND

The State of Rhode Island (“State”) and other eligible agencies spend in excess of \$4.1 million annually on purchased goods within the current MPA. In an effort to achieve efficiency, while also maximizing opportunity for local producers, the State would like to maintain a prime Vendor or Vendors to provide the State with its primary food supply needs. However, in order to make sure that the State is complying with R.I. Gen. Laws § 37-2-8 (Rhode Island Food Stuff), any selected Vendor must maximize local food purchases in accordance with the terms herein.

The State may issue an award to a single Vendor, but also reserves the right to award to multiple Vendors in the following two (2) categories:

Perishables:

- Fruits & vegetables
- Meats
- Poultry
- Seafood & Shellfish
- Dairy Products (excluding items on the State’s dairy contract)
- Fresh prepared foods

Non-Perishable Foods and Grocery:

- Canned foodstuffs
- Frozen foodstuffs
- Salts, Spices and food preparation items
- Cereals and cereal products
- Non-fresh prepared foods
- Condiments
- Supplies

The goals of this procurement are as follows:

- Leverage the considerable purchasing volume across various State agencies.
- Consolidate the State's Vendor base to offer Vendors access to larger volumes of business and longer-term contracts, thereby resulting in competitive pricing based on the economies of scale involved.
- Maintain or exceed current service and quality levels
- Facilitate and increase the use of State contracts by improving their value and benefits
- Maximize to the greatest extent possible, while balancing budgetary concerns, the purchase of local foodstuffs.

SECTION 4: SCOPE OF WORK

The purpose of this Request For Proposal (RFP) is to solicit sealed proposals to establish a competitive contract with one Vendor or a limited number of Vendors for food purchase and distribution. We **strongly encourage** Vendors to view current State Bid Requests and offer pricing that allows the State to benefit from such a combination.

Based on review of the current Food contracts, aggregate spend, and Vendor base, the State of Rhode Island previously consolidated food purchase with one prime Vendor for the most part. However, the State also purchases additional foodstuff through “spot purchases” and on an individual basis where determined to be in the best of interests of the State on a case by case basis. It is assumed that this practice will continue under the new contract and there is no guarantee of level of spending activity under the new contract. The State’s intent for its prime Vendor is to utilize the fewest number of Vendors to the greatest extent possible, but the exact number of Vendors will be determined according to the best interest of the State.

Currently, the Rhode Island Central Distribution Center spends approximately \$1.5 million annually on food-related purchases and RI College spends approximately \$1.3 million. Additional expenditure details are included as an electronic “disk-based” file in Appendix A (see instructions on page 2 above; the tabs include location totals, plus product names in four tabs for locations representing 92 percent of the grand total. While there is no firm guarantee that the State will continue to require the same volume of Food in the future, the expectation is that in the near future the volume of purchases should remain constant. Note: The State makes no representations regarding the data or the format in which the data is prepared.

Although no assurance can be given that any one Vendor will obtain all of the business from the Agency Users, the State intends to award the business to one Vendor or a very limited number of Vendors that provide the best mix of price, quality, and service. In order to allow Vendors to offer more aggressive pricing due to increases in volume and to allow for easier management for purchasing foodstuffs, the State is looking for a limited number of Vendors in each of two categories: perishables and non-perishables. However, the State would also like to maximize the use of local producers, especially in the perishable foodstuff category, so it is possible that several Vendors could be selected in the same category. The Vendor proposals will be used as the basis for short list selection, negotiations and final Vendor selection. The State may award all or part of this RFP, based solely on the best interests of the State.

Food Distribution will include the distribution of food products and other select products to State Agencies as part of the master price agreement.

The State and Contract Users are seeking a minimum contract length of three (3) years with the option to renew for two (2) additional one (1) year periods.

Some of the State's food purchases are detailed in the Microsoft Excel file titled, Food, Frozen and Food, Dry Products.

- Product Description
- CDC Product Number
- Unit of Measurement (UOM)
- Quantity (for all State Agencies)

On these worksheets the respondent is requested to supply pricing using proposed cost per case for a total price.

United States Department of Agriculture, Food Safety Inspection Service, Office of Program Evaluation, Enforcement and Review may target federally inspected meat and poultry products for: fat content, added substances, added water, species (such as pork being labeled as veal, pork labeled as lamb, etc) nitrates, sulfides, etc.

Catch weights

Catch weight products such as pork chops, roasts, etc are ordered by the pound only.

Pricing

Prices shall be guaranteed for at least seven days from requisition date. Particular State Agencies have unique specifications and requirements that the Vendor(s) must account for in understanding the scope of service. Contract User Specific Clauses shall supersede any clauses in any other sections of this RFP.

The Contract Users are expected to spend approximately \$__1.3__million in Food Purchases next year. The key sub-categories of Food Purchases used by Contract Users include:

Perishables:

- Fruits & vegetables
- Meats
- Poultry
- Seafood & Shellfish
- Dairy Products (excluding items on the State's dairy contract)
- Fresh prepared foods

Non-Perishable Foods and Grocery:

- Canned foodstuffs
- Frozen foodstuffs
- Salts, Spices and food preparation items
- Cereals and cereal products
- Non-fresh prepared foods
- Condiments

- Supplies

The bakery contract is not addressed under this RFP.

Exact quantities will vary over time as business requirements change. The State's intent is to utilize a primary Food Distribution Vendor to service the needs and the best interest of the State and Contract Users for perishables and for produced items, or both. Therefore, the State **STRONGLY ENCOURAGES** Vendors to submit pricing on as broad product coverage as possible. However, if you are a Vendor that has limited product coverage, it is permissible to submit pricing only for the sub-categories for which you can capably service.

- The Vendor may be required to service all areas of the State, however, the locations at this time are Central Distribution Center, in Cranston, RI and RI College in Providence, RI and the Eleanor Slater Hospital located in Cranston and Pascoag, R.I. There may be multiple drop points within each delivery location. As the contract progresses, there may be additional locations within the State. Also, please note that the Vendor must be capable to provide at least two deliveries per week for the hospital at both locations.
- Delivery points shall be designated by the ordering entity and may be by specific office location, storeroom or dock or food preparation/storage area. Vendors should be aware that there might be multiple inside deliveries to multiple locations within a building.
- All orders shall be delivered to the specified destination within 24-48 hours after receipt of order, with a 98% fill rate, or in accordance with the pre-scheduled delivery schedule agreed upon between Vendor and Agency (example, orders due 3 PM Tuesday for Friday delivery)
- Delivery points will be designated by the ordering agency, which includes placement in the specific food preparation and/or storage area if needed.
- All orders/pieces shall be FOB destination, freight included. There shall be no additional pallet charges or additional charges for inside delivery.
- All orders/pieces shall be labeled and packaged adequately to assure safe handling and proper delivery.
- The Vendor shall be prepared to supply a list of driver's names and any additional background information necessary, to the Department of Corrections (DOC) and Department of Children, Youth and Families (DCYF), Rhode Island Training School (RITS), and other secure facilities, for background checks and security clearance into state facilities. The Vendor's vehicles are subject to inspection upon entering and leaving DOC locations and other secure Contract User facilities.

- All chemical, cleaning, and janitorial products will be packaged and wrapped on separate pallets from all food products.
- The Vendor must comply with the Policies, Rules, and Regulations of each Agency, including the Department of Corrections and the Department of Health.
- Vendors submitting proposals in the non-perishable food category are required to have a web-based electronic ordering system. Electronic Ordering or other alternatives will also be considered and evaluated, especially in the perishable food category as part of the work plan approach.
- Gluten Free Products – The State desires to have gluten free products offered by a Vendor or Vendor(s). The Vendor should affirmatively state in its proposal its ability to provide gluten free products to the State.

2. Warehousing

- The Vendor must have and maintain a Vendor-operated warehouse(s) that can provide for delivery/storage of all items covered by this contract.
- The State reserves the right to inspect the Vendor's facility at any time, without notice, during the contract term.
- The contract shall ensure the safe and sanitary handling of food/products contained in the warehouse.

3. Purchase Orders

Purchase Orders will be issued by each specific Contract User for products and services related to this contract. Vendors are cautioned not to perform services without receiving a purchase order. Questions regarding purchase orders should be directed to the issuing Contract User.

Additional information for ordering products and services:

- Agencies should be able to order any case amount they need whether it is 2 or 200 from at least one Vendor listed on the MPA. In selecting single Vendor or multiple Vendors, the State will evaluate solutions that will insure that the supply needs of the State are best satisfied.
- For those agencies that do not have internet access, the Vendor shall also offer a solution that utilizes dial up capabilities into the Vendor's computer system through a modem.

- The Vendor shall be capable of accepting orders via facsimile, manually (U.S. Mail), and through EDI. The awarded Vendor shall provide, at his own expense, an order form and commodity paper and online catalogs, **which clearly distinguish Contract List and Cost Plus items in separate areas**, for all items that they are awarded. The catalog shall include a short description of the item and stock numbers for all contract items – both contract list and cost plus items.
- The Vendor shall all supply pricing for **cost plus fixed fee** per case delivered. This pricing shall be supplied for each item category listed on the attached worksheets. The fixed fee will be drayage per case. The Vendor must indicate the minimum number of cases to be delivered to a location.
- The Vendor will provide training for all User Agencies for use of the Vendor ordering system.
- Central Distribution Center inventory numbers may be required for use by the awarded Vendor.
- The Division of Purchases will meet with the Vendor to determine the exact content and format of the commodity catalog. The order form will include a header portion with space provided for the purchase order number, release number, delivery address, contact name and phone number, signature; an ordering portion detailing stock number, quantity to be ordered column, unit of measure and description of the item.

4. Invoicing

Vendor(s) to issue a single invoice per purchase order to each Contract User on a monthly basis for products delivered to the State. Invoice is to be itemized with dollar amount, date, and type of products and services provided to each State Agency or Contract User for the billing period. Invoice shall itemize any drayage charges. Invoice **MUST** also include Contract User name, product description, quantity purchased, unit price, extended price, invoice number and **purchase order number**. Vendor shall include mock invoice with response.

5. Payment

Standard payment terms for the State of Rhode Island are Net 45. The State would be interested in proposals that will use the State Procurement Card for payment by the Users Agencies or centralized billing with shorter payment terms.

Section 4.1: Detailed Specifications

The following represents the specifications that Vendors must follow in the State of Rhode Island:

1. Discrepancies

The Vendor shall resolve all other discrepancies (i.e. shortages, overages, breakage, incorrect items) within five business days from notification. If the discrepancies cannot be resolved in that time, then the Vendor shall take all steps which the Division of Purchasing or the ordering agency deems to be reasonably necessary or appropriate, to resolve the discrepancies.

2. Returns

Products returned because of quality problems, duplicated shipments, outdated product, etc., shall be picked up by the Vendor after Contract User notification and replaced with the specified products or the Contract User shall be credited/refunded for the full purchase price. Perishables (including fresh produce), meat, poultry, seafood and dairy items must be replaced within 24 hours.

Products ordered in error by agencies must be returned for credit within 48 hours from receipt. Drivers must accept product returns due to Contract User error. Products must be in re-sellable condition (original container unused). The Vendor may not charge for such returns.

There shall be no Restocking Fees to State Agencies

3. Emergency Plan

The Vendor is required to have an emergency back up plan in the event of power outages, work stoppages, computer failures, shortages, or any other emergency situation. The Vendor's emergency plan must comply with the Department of Homeland Security guidelines.

Civil Preparedness Emergency

In the event of serious disaster, enemy attack, sabotage or other hostile action or in the event of the imminence thereof, the Governor may proclaim that a state of civil preparedness emergency exists, in which event he/she may personally take direct operational control of any or all parts of the civil preparedness forces and functions in the state.

4. Food Advisory Committee

The Division of Purchases will facilitate and maintain the Advisory Committee on Standards for items covered by this Contract. The Committee will generally meet on the first Thursday of every month to discuss and set standards and specifications. The Committee will also evaluate food and related items and view presentations by brokers, manufacturer's representatives, etc.

The Vendor's designated Key Contact Person shall be required to attend all Advisory Committee meetings. This person will also discuss new items, standards, current industry trends, etc. but shall have no voting privileges.

5. Testing New Items

Some products may be lab tested as part of the evaluation process. In such cases, the broker or manufacturer's representatives shall pay the laboratory costs for any required test. The Vendor shall be responsible for laboratory costs necessitated by complaint (i.e. determination of wholesomeness, etc). The State will choose and use an independent laboratory for all testing resulting from this contract.

6. Spot Buy Program

The State will entertain Vendor participation in a Spot Buy Program for one time purchase of product at reduced costs due to overproduction or limited shelf life. Vendor is to include with response proposal for such a program.

7. Audit

The Vendor shall allow for the State to audit contracted items monthly or as needed. The audit will be based on a review of items and Contract list items as determined by the Auditor's Office. The State reserves the right to audit any number of contracted items.

8. Quality Control Program

United States Department of Agriculture, Food Safety Inspection Service, Office of Program Evaluation, Enforcement and Review may target federally inspected meat and poultry products for: fat content, added substances, added water, species (such as pork being labeled as veal, pork labeled as lamb, etc) nitrates, sulfides, etc.

9. Lock Out Items

The State may require that certain items contained in the Vendor's Cost Plus offering be locked out and therefore are unavailable for purchase. Lock out items will be determined by the State.

10. Not-in-Stock (NIS) Items

The State shall have the right to choose an alternate source or provider, should the Vendor have an item or product that is NIS. It will be at the State and Contract User's discretion whether an NIS is backordered.

11. Competitive Pricing

The State, at its own discretion, reserves the right to buy any and all food items outside of the Master Price Agreement when a determination is made that an agency will receive a product of a similar quality at a substantially lower cost.

Vendors are expected to adhere to all Federal, State, and local negotiations and Statutes governing Food Distribution.

Section 4.2: Buy Local Requirements

1. Upon award, the Vendor shall work with the State to establish and maintain a list of local enterprises involved in the production or distribution of foodstuffs both perishable and non-perishable. In defining the term "local," in establishing the list, entities shall be identified using three tiers: Tier 1 = Grown, Raised or Caught in Rhode Island; Tier 2 = Grown, Raised or Caught in New England; Tier 3 = Grown, Raised or Caught outside of Rhode Island, but distributed, packaged or otherwise processed in Rhode Island by a Rhode Island entity.
 - a. The list shall be established through a fair process which includes the local community in order to generate interest and availability.
 - b. Any such list shall provide local Vendors, based on the defined tiers above and meeting minimum standards, the ability to be added on the list.
 - c. The list shall be divided into categories based on products produced or distributed by local entities and shall identify the entity by tier.
 - d. The purpose of this list is to establish a baseline with the intent to substantially increase local participation over time.
2. Vendor shall utilize the list in order to purchase foodstuffs from local enterprises on behalf of the State.
3. Vendor shall track expenditures through the list and provide the State with quarterly reports showing purchases from local entities.
4. As part of the proposal submission, the Vendor shall provide the State with a percentage estimate of how much the Vendor will utilize local businesses for

production or distribution of foodstuffs in the perishables category. The State reserves the right to require a certain level of participation from local entities. The goal is to increase participation from local entities over time.

5. **Organic Product:** Vendors are required to provide a competitively priced organic fruit or vegetable along with their traditional items. Organically grown items targeted for purchase shall be those fruits and vegetables that retain the greatest level of pesticides during the growing process, according to the studies done by the Environmental Working Group. Details of these items can be seen at <http://www.ewg.org/foodnews/list/>.

SECTION 4.3 – Quarterly Reports

Vendor shall provide the Division of Purchases with Quarterly Reports (or the ability to generate a quarterly reports through a tracking website) with the following information:

- a. Expenditures by agency
- b. Product by Category
- c. Quantity by standard unit (unit shall be identified)
- d. Cost (per standard unit and total by product)
- e. Local Participation described in section 4.2.

SECTION 5: EVALUATION & SELECTION

Evaluation Team

The State will establish and assemble an Evaluation Team, made up of State employees, to review proposals and to make recommendations for award of the contract.

Evaluation Process General

The Evaluation Team described above will be responsible for conducting a comprehensive and impartial evaluation of all proposals. The Evaluation Team will provide a recommendation to the Division, who will be solely responsible for awarding contract(s).

The evaluation process will consist of two (2) separate components. Specifically:

1. Technical Proposal Evaluation
2. Financial Proposal Evaluation

To advance to the Financial Proposal Evaluation phase, the Bidder's technical proposal must receive a minimum of 48 (80%) out of a maximum of 60 technical points. Any technical proposals scoring less than 48 points will not have the cost component either opened or evaluated and the proposal will be removed from further consideration.

Evaluation of the Technical Proposals

Each technical proposal will be evaluated to determine whether it is complete and comprehensive. The State may request clarification of proposals. Proposals deemed by the Evaluation Team to be incomplete, non-responsive, or not in accordance with proposal submission requirements will be disqualified.

Each proposal will undergo a technical review based on responses to the questions and requirements included below. The technical proposal is worth 60 points. The State reserves the right to waive any condition, if waived consistently across all proposals. The primary criteria are:

- Commitment to service the State and its members through high standards of performance;
- Flexibility and innovation in addressing the State’s needs;
- Demonstrated ability to deliver on representations and commitments concerning Vendor’s service; and

The Technical Proposal components are as follows:

Evaluation Criteria	Points Assigned
Firm’s Capability/Capacity/Organization/Staffing	25
Work Plan/Approach/Methodology	25
Experience/Past Performance/References	20
Cost Proposal	30
Total	100

To advance to the Financial Proposal Evaluation phase, the Bidder’s technical proposal must receive a minimum of 48 (80%) out of a maximum of 60 technical points. Any technical proposals scoring less than 48 points will not have the cost component either opened or evaluated and the proposal will be removed from further consideration.

1. Transmittal Letter/Executive Summary

The Transmittal Letter/Executive Summary will highlight the contents of the Technical Proposal as well as provide the State of Rhode Island evaluators with an overview and broad understanding of the offeror’s technical approach and ability.

2. Firm’s Capability/Capacity/Organization/Staffing (25 points)

This section shall include the following:

- Identification of all staff and/or subcontractors proposed as members of the project team, and the duties, responsibilities, and concentration of effort which apply to each (resumes, curriculum vitae or statements of prior experience and qualification may be provided).
- A detailed description of the Vendor's organization and operation, including, but not limited to number of employees, location, and organizational history.
- The offeror shall have maintained an organization capable of performing the work described herein, in continuous operation for a least the past two (2) years.
- The offeror must have an organization that is financially and logistically able to handle a contract for services with the multiple agencies at different locations around the State. The offeror shall provide information regarding the organization's financial capacity. The Division reserves the right to request detailed financial statements, balance sheets and any CPA reports regarding the Vendor's financial capacity at any time during the review process as a contingency to award. Confidential financial statements will not be made public.

3. Work Plan/Approach/Methodology (25 Points)

This section shall contain a thorough explanation of all aspects, requirements and services required to complete the **Scope of Work** sections above. This section shall describe the offeror's understanding of the State's requirements, including the result(s) intended and desired, the approach and/or methodology to be employed, and a work plan for accomplishing the results proposed. The Vendor shall describe its operation in detail, including its ordering system and reporting mechanisms. The State prefers to have online ordering capability, especially in the non-perishable category and proposals will be evaluated accordingly. The description of approach shall discuss and justify the approach proposed to be taken for each task or requirement, and the technical issues that may be confronted at each stage of the project. The work plan description shall include a detailed proposed transition plan, project schedule, a list of tasks, activities and/or milestones that will be employed to administer the project, the assignment of staff members and concentration of effort for each and the attributed deliverables for each.

Vendor shall provide the State with a percentage estimate of how much the Vendor will utilize local businesses for production or distribution of foodstuffs in the perishables category and using the tiers stated in Section 4.2.

This portion of the technical proposal should include concise information regarding the Vendor's ability to address all portions of the scope of work.

4. Experience/Past Performance/References (20 Points)

This section includes the following information:

1. A comprehensive listing of similar projects undertaken, in the areas of _ production or distribution of foodstuffs both perishable and non-perishable, as well as similar clients served. This includes providing a brief description of the projects.
2. The applicant should provide the company name, address, contact person and telephone number of at least a **minimum** of three (3) references where the contractor is currently providing production or distribution of foodstuffs both perishable and non-perishable. Ideally, at least one reference will be a governmental entity.
3. The offeror's status as a Minority Business Enterprise (MBE), certified by the Rhode Island Department of Administration, and/or a subcontracting plan which addresses the State's goal of ten percent (10%) participation by MBE's in all State procurements. Questions concerning this requirement should be addressed to Charles Newton, MBE Officer, at (401) 222-6253.
4. The offeror shall submit a list of contract(s) that have been terminated for cause along with the entity name(s) that obtained the contract and the reasons why the contract was terminated (if applicable). The State reserves the right to seek additional information regarding a company's capabilities from any source it feels is competent to provide such information.
5. The Evaluation Team reserves the right to conduct written or oral discussions with some, all, or none of the Vendors during the Technical proposal evaluation to further evaluate the vendor's organization and may adjust the technical scores.

5. COST (30 Points):

Vendor shall submit its cost using the cost worksheet attached as Appendix B. The Vendor shall also supply pricing for a fixed fee per case delivered or "drayage." This pricing shall be supplied for each item category listed on the attached worksheets. The fixed fee will be drayage per case. The Vendor must indicate the minimum number of cases to be delivered to a location. Additionally, Vendor may submit any discounts based on cost (tiered pricing is acceptable). Vendor shall submit current prices for the goods included in the appropriate Appendix.

The lowest costing Vendor will automatically receive 30 points, with every additional Vendor receiving cost points on a proportional basis compared to the lowest cost. The cost score is calculated based on the following formula: **((lowest cost/[proposed cost of other Vendor]) x cost points available).**

The Cost Proposal shall be submitted at the same time as the Technical Proposal in a separately sealed envelope.

SECTION 6: GOVERNING CONDITIONS

A. General Conditions

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

B. Insurance and Indemnification Requirements

- Errors and Omissions Coverage

Vendor shall obtain, at Vendor's expense, and keep in effect during the term of this Contract errors and omissions insurance covering any damages caused by an error, omission or any negligent acts of Vendor, its subcontractors, agents, officers or employees under this Contract. Combined single limit per claim shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000.

- Workers Compensation and Employers Liability

Vendor shall obtain statutory Workers Compensation coverage in compliance with the compensation laws of the State of Rhode Island. Coverage shall include Employers Liability Insurance with minimum limits of \$100,000 each accident, \$500,000 disease or policy limit, \$100,000 each employee.

The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Vendor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.

The insurance required in this agreement, through a policy or endorsement shall include:

- A Waiver of Subrogation waiving any right to recovery the insurance company may have against the State.
- A provision that Vendor's insurance coverage shall be primary as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty days (30) written notice from the Vendor or its insurer(s) to the Department of Administration. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.

As evidence of the insurance coverage required by this contract, the Successful Bidder shall furnish Certificate(s) of Insurance to The Department of Administration, Purchasing Division at least 48 hours prior to the commencement of work. A copy of additional insured wording from the commercial liability insurance policy will be sent along with the insurance certificate. Failure to comply with this provision shall result in rejection of the bid offer.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Department of Administration.

The Vendor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

C. Bond/Letter of Credit Performance

At Vendor's expense, upon selection, the **successful** Vendor(s) for the non-perishable food category shall furnish the State with a Performance Bond, renewable annually, in an amount equal to fifty (50) percent of the estimated annual cost based on the prior year's actual expense. The surety company executing the bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed. Such Performance Bond shall be issued on annually renewable bond forms to be provided by Vendor's surety bond broker. Any change to the Performance Bond or renewal of time for the bond, or termination of this Agreement by either party shall not release Vendor from its sureties from their obligations under the Performance Bond. The Purchasing Agent reserves the right to accept a letter of credit in lieu of a performance bond.

SECTION 7: ADDITIONAL VENDOR RESPONSIBILITIES

Conditions Governing Subcontracting

- If the Vendor intends to use any subcontractor, the Vendor must clearly identify the subcontractor in the response to the RFP and provide documentation of their skill sets and applicable experience. The Vendor retains responsibility for the completion and quality of any work assigned to subcontractors. The Vendor is expected to supervise the activities of subcontractors and employees in order to ensure quality. For all subcontractors the State reserves the right to review and approve of contractual documentation between Vendor and subcontractor.
- For any subcontractor not specifically named in the bid, or any subcontractor to be named during the term of the contract, the State reserves the right to monitor the Vendor's procurement process, and expressly approve any subcontractors to be used.

Compliance with Statutory, Regulatory and Other Standards

- The Vendor must comply with all applicable State and Federal regulations and statutes.

SECTION 8: PROPOSAL SUBMISSION INSTRUCTIONS

Interested Vendors may submit proposals to provide the services covered by this Request on or before the date and time specified in the RFP cover page. Proposals received after this time and date will not be considered.

Each Bidder must submit one (1) original plus seven (7) bound, paper copies of both the technical and cost proposals. The cost proposal should be submitted in a **separately sealed envelope** and marked “cost Proposal.” In addition, two (2) electronic copies of both the technical and financial proposals shall be submitted on CDs and included with the originals. The responses shall be mailed or hand-delivered in a sealed envelope marked “RFP # 7548562” to:

**Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855**

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed to the Division of Purchases will not be considered. The official time clock is located in the reception area of the Division of Purchases.

Vendor’s proposal **MUST** be submitted in the requested RFP format and address the items stated in Section 5.

- Proposals must include:
 - One copy only of a completed and signed W-9 (included in the original proposal only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
 - A signed and completed four-page RIVIP Vendor Certification Form with a letter of transmittal signed by an owner, officer or authorized agent of the firm or organization, acknowledging and accepting the terms and conditions of this Request, and tendering an offer to the Division. The signature of the official with legal authority to bind an organization into a contractual agreement should also be included. This form is downloadable by registered Vendors at <http://www.purchasing.ri.gov>.

- A Technical Proposal (original and 7 copies in paper form and bound) and two (2) electronic copies of the Technical Proposal should be placed with the original.
- A separately sealed Cost Proposal on the prescribed Appendix B attached as an electronic file (original and 7 copies in paper form and bound). Two (2) electronic copies of the Cost Proposal should be placed with the original.
- The Technical Proposal and Financial Proposal shall be separately sealed and clearly marked, but may be shipped in the same container. There shall be no reference to cost(s) in the Technical Proposal. Do not bind IRS Form W-9 in either proposal.

Submission Date

All proposals are due in accordance to the date and time stated on page 1 of this RFP. The opening of proposals shall be limited to revealing the names of Vendors submitting a proposal in response to the RFP which will also be posted on the Division's website. Proposals shall not be available for public inspection at the proposal opening.

Oral Presentation

The State may require some or all Vendors to make oral presentations of their proposal. If a presentation is required, the State will contact the Vendor. Final notice and exact time schedule shall be communicated in advance.

Proposal: Clarification and Revisions

The State may ask some or all Vendors to clarify in writing portions of their technical proposal at any time prior to awarding of contracts. If such a clarification is requested, the Vendor will be given a reasonable amount of time to formulate a response.

Contract Awards

The review team will present written findings, including the results of all evaluations, to the State Purchasing Agent or designee, who will make the final selection for this solicitation. When a final decision has been made, a notice will be posted on the Rhode Island Division of Purchases web site.

Because the evaluation takes into consideration both the technical and cost components in a value based approach, the lowest cost Vendor may not necessarily be awarded the contract.

Notwithstanding anything above, the State, and its agents reserve the right either to accept or to reject any, or all, bids, proposals, award on cost alone, cancel the solicitation and to waive any technicality in order to act in the best interests of the State and to conduct additional negotiations as necessary.