

BID SOLICITATION



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 CAPITOL HILL
 PROVIDENCE RI 02908

BID NUMBER: B05564
TITLE: VENDING SERVICES-CONCESSIONS
BID OPENING DATE AND TIME:
09/30/2005 11:00 AM

BUYER: WILLIAM ANDERSON
 PHONE #: (401) 222 - 2142 ext. 120
 BLANKET PERIOD: 9/1/2005 - 6/30/2010

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 RHODE ISLAND COLLEGE
 RIC-PURCHASING
 600 MOUNT PLEASANT AVENUE
 PROVIDENCE RI 02908

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 RHODE ISLAND COLLEGE
 RIC SPECIAL INSTRUCTIONS
 SEE BELOW RI N/A

Requisition Number(s): R87A060941

Item	Class-Item	Quantity	Unit	Unit Price	Total
	<p>BLANKET REQUIREMENTS: 9/1/05 - 6/30/2010</p> <p>BIDDING</p> <p>(a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State.</p> <p>(b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered.</p> <p>(c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost.</p> <p>(d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request.</p> <p>ORDERING</p> <p>(a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period.</p> <p>(b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.</p>				

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

DELIVERY: _____

RIVIP VENDOR ID#: _____

TERMS OF PAYMENT: _____

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	<p>NO BID SURETY REQUIRED TO BE SUBMITTED WITH BID. HOWEVER, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH PERFORMANCE AND LABOR AND PAYMENT BONDS AT TIME OF TENTATIVE CONTRACT AWARD.</p> <p>AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.</p>				

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	<p>NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD:</p> <ul style="list-style-type: none"> * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION. <p>DELIVERY TO THE FOLLOWING LOCATION: RHODE ISLAND COLLEGE FOOD SERVICE 600 MT. PLEASANT AVENUE PROVIDENCE, RI 02908</p> <p>CONTACT PERSON: ARTHUR PATRIE 401-456-8208</p>				

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Item	Class-Item	Quantity	Unit	Unit Price	Total
	VENDING SERVICES AS PER THE ATTACHED SPECIFICATIONS.				
1.0	961-15 GUARANTEED COMMISSION - 9/1/05 - 8/31/06	1.00	TOTAL	_____	_____
2.0	961-15 GUARANTEED COMMISSION - 9/1/06 - 8/31/07	1.00	TOTAL	_____	_____
3.0	961-15 GUARANTEED COMMISSION - 9/1/07 - 8/31/08	1.00	TOTAL	_____	_____
4.0	961-15 GUARANTEED COMMISSION - 9/1/08 - 8/31/09	1.00	TOTAL	_____	_____
5.0	961-15 GUARANTEED COMMISSION - 9/1/09 - 6/30/2010	1.00	TOTAL	_____	_____
	DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.				
				TOTAL:	_____

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**RHODE ISLAND COLLEGE
FOOD AND BEVERAGE VENDING SERVICE
TERMS AND CONDITIONS
FOR THE PERIOD SEPTEMBER 1, 2005-JUNE 30, 2010**

SERVICES REQUESTED:

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

On behalf of RIC, the Director of College Dining Services requests interested Concessionaires 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 September 1, 2005 to June 30, 2010.

CONTRACT ADMINISTRATION:

The State of Rhode Island Department of Administration's Division of Purchases is the office of responsibility for all matters involving the bidding process for this contract. Questions related to the bidding process for this item shall be directed to the Division of Purchases 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.

INVITATION TO BID PROCESS:

- Interested Concessionaries must provide a guaranteed dollar commission as follows:

<u>PERIOD</u>	<u>GUARANTEED DOLLAR COMMISSION</u>
September 1, 2005 - August 30, 2006	\$ _____
September 1, 2006 - August 30, 2007	\$ _____
September 1, 2007 - August 30, 2008	\$ _____
September 1, 2008 - August 30, 2009	\$ _____
September 1, 2009 - June 30, 2010	\$ _____

- At time of bid submittal, interested Concessionaries must provide at least two names and telephone numbers of current or past food and beverage vending service customers the Concessionaire has provided services for.
- The successful Concessionaire must provide a plan to deter vandalism, to the Director of Dining Services not later than one week after the bid has been awarded.
- The successful Concessionaire will submit to the Division of Purchases a performance bond guarantee, for the term of the contract, valued at \$100,000. The performance bond guarantee shall be submitted not later than the signing of the contract.
- The successful Concessionaire will insure, under public liability insurance, against any damages for personal injuries resulting from the use of its equipment. A copy of the policy will be submitted to RIC Director of Dining Services before the installation of any equipment.

CONTRACT AWARD:

This contract shall be awarded to the Concessionaire deemed by RIC to be capable of meeting the food and beverage needs vending needs of the college community *and* having bid the highest dollar amount of guaranteed net commission for the contract period. In the event multiple Concessionaries submit the same guaranteed net commission for the contract period, the award shall be made to the Concessionaire whose bid structure is deemed to be more advantageous to RIC.

It is the preference of RIC to award this contract in whole and have a sole Concessionaire provide all food and beverage vending campus wide. However, RIC reserves the right to award this contract 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 this bid process be deemed unresponsive or not in the best interest of RIC.

PAYMENTS:

Payments shall be paid by check to RIC Dining Services, on a monthly basis, not later than the tenth of the following month. Monthly payments shall be equal to the guaranteed dollar commission for the period divided by the number of months in the period. The commission check shall be accompanied by a listing of gross sales by machine for each location.

Concessionaire will be responsible for all taxes, including the 7% Rhode Island Sales Tax. All records pertaining to the operation at RIC will be available to the College for inspection.

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.

CONTRACT DURATION:

The terms of this agreement shall be for the period September 1, 2005 to June 30, 2010.

During the term of this contract RIC shall not permit any other food service vending concessionaires on the premises of RIC without the express written consent of the Concessionaire. RIC shall have the right to seek such service should the successful Concessionaire be unwilling or unable to provide food and beverage services in a location deemed necessary by RIC.

CONTRACT TERMINATION:

The State Division of Purchasing, upon request from RIC, reserves the right to terminate the contract for non-performance of the terms and conditions described herein. Upon notification of termination, the Concessionaire will remove all food and beverage vending machines not later than 30 calendar days from the date of termination notification.

EQUIPMENT:

Successful Concessionaire agrees the initial equipment installation at contract commencement will be limited to new, unused equipment, approved by the Nation Sanitation Foundation, the National Automatic Vending Association and meeting the standards of the RI Department of Health as applicable.

Equipment provided shall be of suitable color and height, and will provide a sense of uniformity. Brand advertising on equipment is not a given, generic facades may be required. The cost of installation shall be the Concessionaire's responsibility with RIC providing existing power outlets and water service at vending locations.

At a minimum, the successful Concessionaire shall provide the number and type of food and beverage vending equipment listed below:

30	Beverage (Coke/Pepsi) Vendors
9	Juice Vendors - Veri-Fine or equivalent
7	Pastry/Snack/Candy Vendors
6	Spiral Vendors with Candy/Pastry/Snack
1	General Merchandise Vendors

12	Water Vendors
1	Value Added Machine (VAM)
2	Micro-wave Ovens

The successful Concessionaire agrees 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 or different location on Campus.

Previously used equipment, deemed acceptable and approved by the Director of Dining Services may replace inoperable or damaged equipment after initial installation of equipment has been completed. If present vendor is the successful bidder, RIC reserves the right to waive the requirement for new, unused equipment in part or whole as determined by the Director of Dining Services.

In the event the RI Bottle Bill or any like bill is passed during the term of this contract the successful Concessionaire agrees to change applicable beverage machines from can/bottle type to cup versions or shall provide a process agreeable to RIC to address issues involving the collection and disbursement of refunds and beverage container disposition.

REPAIR or REPLACEMENT of INOPERABLE EQUIPMENT:

The Concessionaire 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 or damaged

The Concessionaire agrees to render operable any inoperable machine(s) within 24 hours of machine being reported to the contact number provided by the Concessionaire. The Concessionaire further agrees to replace any machine that cannot be repaired within 48 hours of reported breakdown. Unless an alternative plan is approved in advance by the Director of College Dining Services.

CASHLESS VENDING PURCHASE EQUIPMENT:

All vending equipment provided by the Concessionaire must have both bill acceptors and magnetic stripe card acceptors (vending interface system) for debit purchases. RIC requires that all vending equipment card readers comply with the specifications set forth by the PCS supplier for both the current offline and the future on-line systems at RIC.

The magnetic stripe card acceptor must be compatible with the off line Debitek Brand card system in use by RIC. This will include magnetic stripe card acceptors becoming an on-line system or implementation of a "smart card" system under the college wide Privilege Control System(PCS), which is currently "Odyssey" from CBORD.

In the event an upgrade of RIC's PCS results in the installed vending equipment card readers being incompatible with the upgraded equipment, the successful Concessionaire agrees to make to necessary changes to the card readers to comply with the system in use by RIC. The time frame for the conversion to a new system will be agreed upon by the Concessionaire and RIC, but will not exceed three months. Information on sales totals and the resulting payments for those sales on any implemented and / or upgraded system will be in accordance with the procedures prior to the upgrade / change.

The successful Concessionaire will provide one Value Added Machine (VAM) for adding dollars to the Campus Card, to be located in Browne Hall. The VAM will be compatible with the Campus Card system used at RIC, and will be maintained by RIC.

The Concessionaire shall provide one portable handheld, appropriate cables and Windows XP software that will allow RIC to gather point sales information and generate sales reports for RIC and the Concessionaire.

UTILITIES:

The Concessionaire 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 Concessionaire's responsibility. The successful Concessionaire will coordinate the installation and connection of all equipment through the Director of Dining Services.

PRODUCT STANDARDS:

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

RIC requires only name brand, nationally recognized products meeting the product preferences of the college community as determined by the Director of College Dining Services, are to be offered for sale. The Director of Dining Services must approve the use of alternative products in advance.

Concessionaire agrees that all products offered for sale shall adhere to all Federal, State and Local regulations concerning labeling, ingredient listings, expiration dates, etc. Concessionaire further agrees that all items available for sale will be sealed, labeled and have ingredients listing and product expiration date prominently displayed.

Concessionaire assumes full responsibility for the integrity of products offered for sale and agrees to insure temperature sensitive food is maintained at the proper temperature from production to time of purchase in the vending machine.

SERVICE STANDARDS:

Successful Concessionaire will maintain s food and beverage vending services in a clean and operable status seven days a week, 24 hours a day. RIC estimates 30-40 hours of work per week may be required to properly maintain food and beverage vending services on Campus.

The concessionaire will be authorized and empowered to enter the premises of RIC at all reasonable times to gain access to its equipment for purposes of installation, maintenance, stocking, cleaning, coin collection and other miscellaneous and incidental services.

The concessionaire will remove all rubbish, which is directly related to the servicing and refilling of the machines. RIC will be responsible for refuse generated after purchase.

Concessionaire will be completely responsible for the sanitation of its equipment and locations. The sanitation standards will be set by RIC and the RI Dept. of Health.

COMPLIANCE WITH EMPLOYMENT STANDARDS:

Concessionaire will comply with all regulations of the State of Rhode Island and the U. S. Government concerning employment, rates, sanitation, OSHA, Anti-Discriminatory and Equal Opportunity practices.

Concessionaire will hire RIC students at \$8.50 per hour or current minimum wage; whichever is higher, if the need for part-time help becomes necessary.

REFUNDS:

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