



April 1, 2019

**RFP# 7598715**

**TITLE: RFP – RIC “COFFEE SHOP” PROGRAM**

**Submission Deadline: May 1, 2019 @ 11:00 AM (Eastern Time)**

**PRE-BID/ PROPOSAL CONFERENCE: YES**

**NON-MANDATORY:**

**DATE: April 10, 2019 @ 9:00 AM (ET)**

**LOCATION: Rhode Island College Campus, 600 Mount Pleasant Avenue, Providence, RI 02908. Report to Welcome Center, Room 402.**

Questions concerning this solicitation must be received by the Division of Purchases at [doa.purquestions3@purchasing.ri.gov](mailto:doa.purquestions3@purchasing.ri.gov) no later than **4/15/19 @ 5:00 PM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**BID SURETY BOND REQUIRED: NO**

**PAYMENT AND PERFORMANCE BOND REQUIRED: NO**

**Gary P. Mosca, Chief Buyer**

Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM**

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## **SECTION 1. INTRODUCTION**

The Rhode Island Department of Administration/Division of Purchases, on behalf of the RI Council on Postsecondary Education/Rhode Island College “RIC”), is soliciting proposals from qualified firms to provide a Coffee Shop Program on the Rhode Island College (RIC or the College) campus, as described in Section 3, herein, and in accordance with the terms of this Request and the RI Council on Postsecondary Education’s General Terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

The initial contract period will begin approximately July 1, 2019 for ten years. Contracts may be renewed for (1) additional 12-month period based on vendor performance and the sole discretion of RIC.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

### **Instructions and Notifications to Offerors**

1. 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.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. 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. 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.

7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. 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.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For

public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at [Krystal.Waters@doa.ri.gov](mailto:Krystal.Waters@doa.ri.gov).

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at [www.gcd.ri.gov](http://www.gcd.ri.gov). For further information, visit the Office of Diversity, Equity & Opportunity’s website at: <http://odeo.ri.gov> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1.  
For further information, visit the Office of Diversity, Equity & Opportunity’s website at: <http://odeo.ri.gov> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1.

## **SECTION 2. BACKGROUND**

### Overview of Rhode Island College

RIC Dining Services currently provides food services at the Donovan Dining Center, The Café in the Student Union, and The Galley, located in Building 3 on the East Campus. RIC Dining Services would like to expand its services and offer space in the newly renovated Craig-Lee building, as a possible site for a branded coffee shop program to service the campus community.

Rhode Island College has ambitious plans for improving the educational opportunities of its students, enhancing the campus experience for the students, and extending its community outreach objectives in the next decade. These goals require that Rhode Island College seek enhanced revenues, a difficult process in an era when state and federal sources of funding are becoming scarcer. It is anticipated that an exclusive, long-term agreement for a Coffee Shop Program will provide Rhode Island College with additional revenue to support the College's goals and objectives.

The RI Council on Postsecondary Education/Rhode Island College invites you to join with us to create a long-term contract. This document provides the information you need to prepare your proposals. We appreciate your participation and look forward to reviewing your proposals.

### Campus Description

Rhode Island College is located on a 180-acre campus in the Mount Pleasant section of Providence. Academic offerings are provided in six schools: The Faculty of Arts and Sciences, the Feinstein School of Education and Human Development, the School of Social Work, the School of Nursing, the School of Business and the School of Graduate Studies, as well as the Center for Management and Technology and the Office of Continuing Education and Summer Sessions.

Established in 1854, Rhode Island College now serves approximately 7,800 Undergraduate and graduate students in courses and programs both on and off campus.

The oldest of the three public institutions of higher education that operate under the aegis of the Post-Secondary Education Commissioner, the College is supported by the State of Rhode Island as its only comprehensive college, and is part of the system of public higher education which includes the Community College of Rhode Island and the University of Rhode Island. Rhode Island College is nonsectarian and coeducational. Over 80 offices and departments are housed on the campus, and over 1,200 full- and part-time faculty and staff members contribute to the College's mission to make its academic programs available to any qualified students who can benefit from its educational services.

### Description of Current Food Services

RIC is a multi-cultural community and wishes to provide diversity to its customers in its food and beverage choices. RIC Dining Services has the capacity to provide resident meal plans for up to 1,200 students at the Donovan Dining Center. In addition to Donovan Dining Center, there are two other retail units which currently provide food services, The Café and The Galley. It is Dining Services expectation that it will eliminate coffee and related products at the Café and possibly close the Café in its entirety, but the College retains discretion whether to do so.

RIC Dining Services also provides beverage and snack vending, a robust catering services program campus wide, and provides food and beverage services in support of the Henry Barnard Laboratory School. Convenience type products such as beverages and snacks are available for sale in the Barnes & Noble Bookstore located in the Student Union.

Rhode Island College operates a declining debit Campus Points Program available through the RIC identification card, allowing participants to make purchases at all Dining Services locations, beverage and snack vending machines, and authorized merchants on campus. It is the intent of Rhode Island College to expand the number of participants in this program, increase the number

and type of retail outlets available for use, and to add additional declining debit point plans under this umbrella.

### Purpose of the Contract

The purpose of this RFP is to identify a qualified vendor that will exemplify our institution's mission by providing a full service coffee shop retail program with options to provide mobile kiosk style services at major events on campus.

- The location to serve as the main operating area for the coffee shop retail program is the lower level of the Craig Lee building which has recently been renovated. This location will have approximately 620 square feet of production/retail space and includes a serving area, work/kitchen area, and a separate storage room. Adjacent to the retail area is approximately 1,990 plus square feet of café style seating, restrooms and a separate private customer entrance with available patio seating. This location has utilities connections. Please refer to **Attachment A** for additional location details
- Rhode Island College hosts many major events on campus to support both on and off campus groups. Options are available under this proposal for a vendor to provide Mobile Kiosk Style Services for a variety of events which may include, but not be limited to performances in the Nazarian Center for the Performing Arts, Athletic Events, Student Showcases, Roberts Hall auditorium, etc.

The initial term of the contract will be ten years. One - 12-month option to extend the contract shall be available, at the sole discretion of Rhode Island College. It is anticipated the contract will begin July 1, 2019 or as soon thereafter as a contract can be negotiated and as permitted by applicable statutes, regulations or other legal requirements.

### Rhode Island College's Goals

Through this Coffee Shop Program, Rhode Island College expects to:

1. Improve its present coffee services and provide more variety to the campus community in the area of coffee and related items.
2. Promote the College and its programs;
3. Enhance revenues;
4. Improve services to students, staff, faculty and visitors who utilize concession and retail facilities;
5. Increase locations on campus where food and beverage products can be purchased;

## Products/Services to Be Provided by RIC

1. Prime fixed site retail locations in high-traffic area(s).
2. Opportunities for mobile kiosk style service at major College events
3. An installed base of over 7,000 customers with pre-deposited discretionary funds through the College's Campus Card program in addition to faculty and staff
4. The vendor may use marketing promotions to increase sales and name recognition. All campus promotional campaigns and materials must be pre-approved by RIC official(s) designated in the contract. No use of RIC logos or trademarks can be made without prior written approval. If the vendor is selling items with RIC's logos and trademarks, it must adhere to the Rhode Island College Collegiate Licensing Policy. RIC reserves the right to refuse advertising promotions which do not conform to its standards and/or policies.

## **SECTION 3: SCOPE OF WORK AND REQUIREMENTS**

### **General Scope of Work**

#### **Definitions**

##### **Coffee Shop:**

The intent of this solicitation is to secure a coffee shop program in which a sole provider will manage and deliver high quality, reasonably priced service consisting of hot and cold brewed coffee drinks, teas, carbonated and non-carbonated beverages, dairy products, donuts, muffins, breakfast pastries, breakfast and luncheon sandwiches and wraps consisting of egg, sausage, bacon combinations along with hash browns or comparable accompaniments. The entirety of the vendors' complete standardized menu need not be met at all locations. Carbonated and non-carbonated beverages, including any water and sports drinks must adhere to the College's Sponsorship Agreement as it may exist from time to time and as it currently exists with Pepsi Beverages Company, dated July 1, 2018.

### **Terms and Conditions for Vendor**

#### **A. Services to be Provided:**

1. The vendor will manage and deliver high quality, reasonably priced service consisting of hot and cold brewed coffee drinks, teas, carbonated and non-carbonated beverages, dairy products, donuts, muffins, breakfast pastries, breakfast and luncheon sandwiches and wraps consisting of egg, sausage, bacon combinations along with hash browns or comparable accompaniments. The entirety of the vendors' complete standardized menu need not be met at all locations.



2. Requests to change the standardized menu, as described above, shall be made in writing to the College. The College shall have the sole right to approve, deny, or modify such requests and prior approval of similar requests shall not set a precedent for subsequent requests.
3. The vendor will provide reduced calorie menu selections and have nutritional data available upon request by patrons.
4. The College has entered into an exclusive beverage contract with Pepsi Beverages Company for carbonated and non-carbonated beverages, including any water, juice, and sports drinks. The vendor shall agree to adhere to any College beverage contract stipulations as they may exist from time to time
5. Food service programs currently being run by Dining Services will continue without modification. If Dining Services chooses to participate in or directly purchase products available through the vendor's coffee program, the vendor will make it permissible to enter into an agreement.
6. Dining Services has the right of first refusal for all catered events on campus throughout the contract period. The vendor cannot offer a catered service for delivery, drop off or setup to any RIC buildings on the RIC campus without prior permission from the Controller and the Director of Dining and Retail Food Services.

**B. Coffee Shop Program Facility Responsibilities:**

1. The vendor is responsible for the complete construction and build out of the site. The site is available for inspection and is offered in its "as is" condition. Construction and/or facility modifications must be in compliance with all applicable federal and state codes and be approved by Rhode Island College. See attachment A for full detail of requirements. Construction activities shall not materially interfere with the use of Craig-Lee Hall.
2. No branded signage is to be placed on the exterior of the buildings at any location without the express written permission of RIC. All interior, and any exterior branded signage, to include windows, require review and approval by the College prior to installation.
3. The vendor is required to pay monthly fees to the College for telephone, and college data access, if utilized, for each approved location. Electricity, heat, air conditioning, and water can be included in the compensation package or invoiced separately.
4. Electrical upgrades to support needs above and beyond the capacity currently available shall be the responsibility of the vendor and must be provided for in a manner coordinated with and approved by the College.
5. The vendor shall be responsible for sanitation, janitorial, and general maintenance of assigned areas as outlined in Attachment A as well as trash removal and pest control.

6. The vendor is required to participate in the Campus Point Account Program through Ugryd, and / or similar program(s) which may be established or changed from time to time by the College during the term of the agreement.

### **C. Coffee Shop Staffing:**

1. Vendor is to include in its Proposal the staffing pattern plan to ensure efficient and courteous service to patrons. All staff shall be employees of the Vendor, who shall be solely responsible for the payment of their wages and benefits.
2. The Vendor will attempt to ensure that RIC students comprise a minimum of fifty percent (50%) of the Vendor's work force. The College is an Affirmative Action Employer and expects the Vendor to comply with these principles of hiring.
3. The Vendor is to describe the training program(s) that it intends to use for the employees of the sandwich shop, which will ensure ongoing staff developmental needs are met.
4. The Coffee Shop Store manager assigned to the Coffee Shop by the vendor must be approved by the College and maintain certification as a Certified Food Safety Manager by the RI Department of Health.
5. The employees of the vendor will be allowed affiliate status for the sole purpose of having access to non-gated employee parking spaces, in areas designated by the College. Currently, there is no charge for affiliate status, however, this is subject to change at the discretion of the College.

### **D. Hours of Operation:**

1. Anticipated weekday hours of operation at the Craig Lee location shall be Monday – Thursday from 7:00 am to 12:00 am, and Friday from 7:00 am- 10:00 pm. Weekend hours shall be Saturday 8:00 am – 8:00 pm and Sunday from 12:00 pm-10:00 pm.
2. Variations from the proposed hours of operations should be included in the Vendor's Proposal.
3. Vendor may request in writing to modify hours during observed state holidays, intersession breaks, and summer. Granting of such request shall be at the discretion of the College and shall not establish a precedent for any subsequent requests.
4. The College may require the vendor to be operational to support important College events (Admission Open House, etc.), with prior notice to vendor.
5. The vendor shall have 24-hour access to assigned locations

### **E. Compensation Package**

1. Interested Vendors shall provide a detailed description of the monetary and non-monetary compensation to be provided to Rhode Island College in exchange for each location and operation the vendor is proposing to provide a Coffee Shop Program at, on campus. This

description must explain the basis, rationale, and benefits of your compensation structure as well as proposed payment timeframes. To the extent that such compensation package has any component based upon sales, such description shall include provisions for the College to verify such sales or other relevant financial information.

## **F. Insurance**

1. 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. The RI Council on Postsecondary Education/Rhode Island College shall not be liable to the vendor for any loss of profits arising out of any such damage, destruction, or theft, or other circumstances or for events that result in the building or the Coffee Shop space being uninhabitable for any reason. It is Vendor's responsibility to purchase insurance, if it desires, for any business interruption.
2. The vendor shall indemnify, defend, and hold harmless the Rhode Island College and the RI Council on Postsecondary Education 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. The vendor shall maintain Public Liability Insurance and Product Liability Insurance and General Liability insurance with the RI Council on Postsecondary Education/Rhode Island College named as additional insured, for the period of the contract. The policy(s) should insure against any damages to property or personal injuries resulting from the installation or use of the vendor's equipment and products. Said liability insurance shall be for a minimum of \$1,000,000 per incident, \$1,000,000 per person and aggregate amount of \$5,000,000 to be underwritten by an insurance company licensed to conduct business in the State of Rhode Island. A copy of the policy(s) or Certificate of Insurance will be a requirement of the successful bidder(s). See [www.ribghe.org/procurementregs113006.pdf](http://www.ribghe.org/procurementregs113006.pdf) for additional insurance requirements including Worker's Compensation Insurance and Automobile Liability Insurance.

## **E. Management and Coordination**

The vendor must indicate how it will coordinate with Rhode Island College for the purposes of planning, dispute resolution, and enhancement of products and services. At least once a year Rhode Island College will require a meeting with the vendor to review the performance of services provided by the vendor, product type, product quantity and product quality, promotions, product price, new technology, recycling, etc.

Subsequent sections explain the format, which should be used in preparing your response to this RFP.

# **SECTION 4: PROPOSAL**

## **A. Technical Proposal**

Narrative and format: The proposal should address specifically each of the following elements:

Proposals must include the following:

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 RI Council on Postsecondary Education/Rhode Island College,

A detailed Compensation Proposal reflecting the monetary and monetary benefits proposed for this scope of services, and

A Technical Proposal describing the background, qualification, and experience of the vendor with and for similar programs, as well as the work plan or approach proposed for this requirement.

Menu offerings, including reduced calorie selections and price structure.

The Technical Proposal must contain the following sections:

### **Executive Summary**

The Executive Summary is intended to highlight the contents of the Technical Proposal and to provide RI Council on Postsecondary Education/Rhode Island College evaluators with a broad understanding of the offeror's technical approach and ability.

### **Offerors Organization and Staffing**

This section shall include 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 (as well as resumes, curricula vitae, or statements of prior experience and qualification).

### **Work Plan/Approach Proposed**

This section shall describe the offeror's understanding of the RI Council on Postsecondary Education/ Rhode Island College'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 description of approach shall discuss and justify the approach proposed to be taken for each task, and the technical issues that will or may be confronted at each stage on the project. The work plan description shall include a detailed proposed project schedule (by task and subtask), 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 attributable deliverables for each. The Work Plan shall provide detailed description of the steps Vendor will take to insure that the operations of Craig-Lee Hall will not be materially interrupted by the buildout and continuing operations of the Coffee Shop.

## **Previous Experience and Background**

This section shall include the following information:

1. A comprehensive listing of similar projects undertaken and/or similar clients served, including a brief description of the projects,
2. A description of the business background of the offeror (and all subcontracts proposed), including a description of their financial position with their audited financial statements, and

## **B. Cost Proposal**

Compensation Package:

Provide a cost proposal to include a detailed description of the monetary and non-monetary compensation to be provided to Rhode Island College in exchange the location and operation the vendor is proposing to provide a Coffee Shop Program at, on campus. This description must explain the basis, rationale, and benefits of your compensation structure as well as proposed payment timeframes.

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## **C. ISBE Proposal**

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

## **SECTION 5: EVALUATION AND SELECTION**

Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 48 (80.0%) out of a maximum of 60 points to advance to the cost evaluation phase. Any technical proposals scoring less than 48 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 48 points or higher will have the cost proposals evaluated and assigned up to a maximum of 40 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

<b>Criteria</b>	<b>Possible Points</b>
Capability, Capacity, and Qualifications of the Offeror	15 Points
Quality of the work plan	15 Points
Suitability of approach/methodology	20 Points
Interview	10 Points
<b>Total Possible Technical Points</b>	<b>60 Points</b>
Cost proposal*	40 Points
<b>Total Possible Evaluation Points</b>	<b>100 Points</b>
ISBE Participation**	6 Bonus Points
<b>Total Possible Points</b>	<b>106 Points</b>

**\*Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

**\*\*ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.

2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate} \\ & \quad \times \text{Maximum ISBE participation points}) \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive  $(12\% \div 20\%) \times 6$  which equals 3.6 points.

**General Evaluation:**

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

## **SECTION 6. QUESTIONS**

Questions concerning this solicitation must be e-mailed to the Division of Purchases at [doa.purquestions3@purchasing.ri.gov](mailto:doa.purquestions3@purchasing.ri.gov) no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP #7598715** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

## **SECTION 7. PROPOSAL CONTENTS**

7. Proposals shall include the following:

A. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). *Do not include any copies in the Technical or Cost proposals.*

B. One completed and signed Rhode Island W-9 (included in the original copy only)

downloaded from the Division of Purchases website at <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. Do not include any copies in the Technical or Cost proposals.

- C. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. Do not include any copies in the Technical or Cost proposals.
- D. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to one hundred (100) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
- a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
  - a. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
  - b. Eight (8) printed paper copies
- E. Cost Proposal - A separate, signed and sealed cost proposal reflecting the compensation package to complete all of the requirements of this project.
- a. One (1) Electronic copy on a CD-R, marked “Cost Proposal -Original”.
  6. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
  - b. Eight (8) printed paper copies
8. Formatting of proposal response contents should consist of the following:
6. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
6. Vendor’s name
  7. RFP #
  8. RFP Title
  9. Proposal type (e.g., technical proposal or cost proposal)
  10. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ on third CD-R).
- Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase’s inability to open or read a CD-R may be grounds for rejection of a Vendor’s proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it “non-responsive”. USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.
7. Formatting of written documents and printed copies:



- a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12 point Calibri or 12 point Times New Roman.
- b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- c. The cost/compensation package proposal shall be typed as referenced in section 4 B. Printed copies are to be only bound with removable binder clips.

## **SECTION 8. PROPOSAL SUBMISSION**

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked “**RFP# 7598715**” to:

RI Dept. 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 shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

## **SECTION 9. CONCLUDING STATEMENTS**

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State’s best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

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

## **APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM**

### **1. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)**

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

### **2. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:**

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF ADMINISTRATION  
ONE CAPITOL HILL  
PROVIDENCE, RHODE ISLAND 02908**

**MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN**

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:			
Type of RI Certification:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Disability Business Enterprise
Address:			
Point of Contact:			
Telephone:			
Email:			
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:			
Total Contract Value (\$):		Subcontract Value (\$):	ISBE Participation Rate (%):
Anticipated Date of Performance:			

I certify under penalty of perjury that the forgoing statements are true and correct.

<b>Prime Contractor/Vendor Signature</b>	<b>Title</b>	<b>Date</b>
<b>Subcontractor/Supplier Signature</b>	<b>Title</b>	<b>Date</b>



## ATTACHMENT "A" RFP 7598715

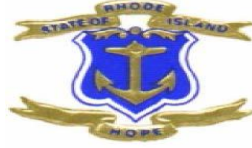
### Coffee Shop Design and Construction:

1. Spaces within Craig-Lee Hall have been designated for use by the vendor for the coffee shop. The attached plan shows the areas. It is approximately 620 square feet and includes a serving area, work/kitchen area, and a separate storage room.
2. The vendor is responsible for the complete design, construction and build out of the coffee shop spaces and all associated costs. Construction and/or facility modifications must be in compliance with all applicable federal and state codes and be approved by Rhode Island College. Vendor shall submit a proposed schedule for the design, construction and start-up of the coffee shop as part of their proposal. The schedule shall include detail on all anticipated milestones. **Coffee shop shall be operational no later than August 21, 2019.** Fixtures shall remain in place upon expiration of the contract, except branded signage, which may be removed provided a finished surface is left in.
3. Signage - No branded signage is to be placed on the exterior of the buildings at any location without the express written permission of RIC. All interior, and any exterior branded signage, to include windows, require review and approval by the College prior to installation.
4. All wood and finishes must match the building standards and be approved by RIC.
5. The construction of recent renovations to Craig-Lee Hall is complete. Vendor is responsible to design, supply materials for, and install whatever is needed to meet their needs and to satisfy local authorities (RI Building Code, RI State Fire Marshal, RI Department of Health, Narragansett Bay Commission) for the complete build out of the coffee shop. The successful vendor shall protect all finished work of the Craig Lee project from damage during construction of the coffee shop spaces. Any areas damaged shall be restored to new condition. Vendor shall insure that construction operations do not materially interfere with the use of Craig-Lee Hall.
6. Design documents, inclusive of at least two interior renderings, must be submitted to RIC, RI State Building Code, RI State Fire Marshal, Narragansett Bay Commission, and the RI Department of Health prior to construction, for review and approval. Design documents must include plans and specifications prepared and stamped by design professionals (architect and engineers) registered in Rhode Island. Plan sets must include at a minimum architectural plans, elevations, and details, as well as drawings for mechanical, electrical, plumbing, and fire protection.

7. Framing, sheet rock, and painting – All framing, sheet rock, and painting required that is not currently in place shall be the responsibility of the vendor.
8. Electric – There is a dedicated supply circuit for the coffee shop area. The service is 120/208 Volts, 3 phase and there is a 400 amp breaker. Conduit has been run from the building panel with the breaker to the coffee shop space. Vendor is responsible for supply and installation of an electric panel for the coffee shop spaces and the supply and installation of all wiring, outlets, and switches.
9. Fire sprinklers and fire alarm – Fire sprinklers and fire alarm have been installed within the coffee shop spaces. Any modifications of or additions to these systems to meet either the vendor's needs or requirements of State officials shall be the responsibility of the vendor.
10. Hot & Cold Water Supply – Hot and cold water supply is available in the vicinity of the coffee shop space. It is the vendor's responsibility to bring the hot and cold water to the space and to provide plumbing to any sinks or other equipment using water.
11. Drainage – Some floor drains are currently installed in the coffee shop space. The vendor may make use of these drains. If additional drains are needed or the drainage system needs to be modified in any way, it shall be the responsibility of the vendor. This includes any required trenching of the concrete floor and repair of the same.
12. Exhaust duct – A dedicated exhaust system shall be installed by Vendor as required by applicable codes and to minimize any food, coffee, or operational related odors from migrating into the building. It is the responsibility of the vendor to design and install the needed facilities (duct, fan, hood, etc.). The design must include the route of the ductwork to the building exterior. Any building modifications required to accommodate the exhaust system are the responsibility of the vendor.
13. Security – It will be the vendor's responsibility to design and install a security system to secure their space during off hours, as the lounge will remain open for faculty, students, and staff at times when the coffee shop may be closed. This includes but is not limited to a pull-down security gate.
14. Ceilings – Supply and installation of ceilings within the coffee shop spaces is the responsibility of the vendor.
15. Lighting – Supply and installation of lighting within the coffee shop spaces is the responsibility of the vendor. Some lighting is currently installed and may continue to be used if it is suitable for the vendor's needs.
16. HVAC - Building HVAC is accomplished with chilled beams and plenum air return system. Vendor is responsible for design of any HVAC improvements needed to accommodate the coffee shop needs. Vendor may make connections to the HVAC systems

in the vicinity of the coffee shop, provided it is confirmed by vendor's design engineer that these connections will not negatively impact the building's HVAC. Any required movement/adjustment of existing HVAC components shall be the responsibility of the vendor. Vendor is responsible for any water or air re-balancing necessary to obtain proper flow rates within the coffee shop and lounge areas. RIC uses Siemens Controls for all campus building management systems. Vendor to contract with Siemens to provide necessary control elements and integrate HVAC improvements into RIC system.

17. Data – Vendor is responsible for supply and installation of any data cables and devices required and for running the cable to the nearest data closet.
18. Flooring – Supply and installation of flooring within the café spaces is the responsibility of the vendor.
19. Temporary Wall – A temporary wall has been installed within the lounge area to delineate the future coffee shop space and to facilitate work within the coffee shop space that will allow for continued use of the lounge. The vendor is responsible for removal of the temporary wall.
20. Permits - Vendor is required obtain and pay for all permits required for the construction and operation of the facility.
21. Testing – All testing required shall be the responsibility of the vendor. This includes but shall not be limited to fire alarm and fire sprinkler testing.
22. Cleaning – Vendor shall maintain a clean work area during construction. Area in the vicinity of the coffee shop space (i.e. lounge) shall be cleaned of dust daily and as needed. At the completion of construction, all areas within the lounge shall be professionally cleaned.
23. Vendor shall conduct construction in a manner to minimize impact on ongoing RIC activities. Noisy work shall be coordinated in advance with RIC. Some off-hours work may be required (before 8 am or after 4:30 pm M-F, weekends) to complete work.



## RFP 7598715 - RIC Coffee Shop Program

### APPENDIX C

#### COMPENSATION COST PROPOSAL MATRIX

The financial consideration proposed by the Contractor for the opportunity described in this RFP is to be presented according to the described below.

The Contractor offers to pay the following annual fixed lease payment, payable in twelve (12) equal monthly installments, in arrears on the first of every calendar month for the previous month's leased space. In addition, the Contractor further offers to pay the percent of gross sales indicated below, such percentages due to the College on a quarterly basis.

#### **YEAR 1 - July 1, 2019 – June 30, 2020**

**Annual fixed lease payments \$** \_\_\_\_\_

Please describe any additional value-added incentive (i.e. annual rebates, discounts, etc.) your company wishes to offer for this contract.

**Plus \_\_\_\_% of Gross Sales**

#### **YEAR 2 – July 1, 2020 – June 30, 2021**

**Annual fixed lease payments \$** \_\_\_\_\_

Please describe any additional value-added incentive (i.e. annual rebates, discounts, etc.) your company wishes to offer for this contract.

**Plus \_\_\_\_% of Gross Sales**

#### **YEAR 3 – July 1, 2021 – June 30, 2022**

**Annual fixed lease payments \$** \_\_\_\_\_

Please describe any additional value-added incentive (i.e. annual rebates, discounts, etc.) your company wishes to offer for this contract.

**Plus \_\_\_\_% of Gross Sales**

#### **YEAR 4 - July 1, 2022 – June 30, 2023**

**Annual fixed lease payments \$** \_\_\_\_\_

Please describe any additional value-added incentive (i.e. annual rebates, discounts, etc.) your company wishes to offer for this contract.

**Plus \_\_\_\_% of Gross Sales**

**YEAR 5 - July 1, 2023 – June 30, 2024****Annual fixed lease payments \$** \_\_\_\_\_

Please describe any additional value-added incentive (i.e. annual rebates, discounts, etc.) your company wishes to offer for this contract.

**Plus \_\_\_\_\_% of Gross Sales****YEAR 6 - July 1, 2024 – June 30, 2025****Annual fixed lease payments \$** \_\_\_\_\_

Please describe any additional value-added incentive (i.e. annual rebates, discounts, etc.) your company wishes to offer for this contract.

**Plus \_\_\_\_\_% of Gross Sales****YEAR 7 - July 1, 2025 – June 30, 2026****Annual fixed lease payments \$** \_\_\_\_\_

Please describe any additional value-added incentive (i.e. annual rebates, discounts, etc.) your company wishes to offer for this contract.

**Plus \_\_\_\_\_% of Gross Sales****YEAR 8 - July 1, 2026 – June 30, 2027****Annual fixed lease payments \$** \_\_\_\_\_

Please describe any additional value-added incentive (i.e. annual rebates, discounts, etc.) your company wishes to offer for this contract.

**Plus \_\_\_\_\_% of Gross Sales****YEAR 9 - July 1, 2027 – June 30, 2028****Annual fixed lease payments \$** \_\_\_\_\_

Please describe any additional value-added incentive (i.e. annual rebates, discounts, etc.) your company wishes to offer for this contract.

**Plus \_\_\_\_\_% of Gross Sales****YEAR 10 - July 1, 2028 – June 30, 2029****Annual fixed lease payments \$** \_\_\_\_\_

Please describe any additional value-added incentive (i.e. annual rebates, discounts, etc.) your company wishes to offer for this contract.

**Plus \_\_\_\_\_% of Gross Sales****OPT 1 - YEAR 11 - July 1, 2029 – June 30, 2030****Annual fixed lease payments \$** \_\_\_\_\_

Please describe any additional value-added incentive (i.e. annual rebates, discounts, etc.) your company wishes to offer for this contract.

**Plus \_\_\_\_\_% of Gross Sales**



