



SOLICITATION INFORMATION

April 22, 2020

RFP #7603784

TITLE: FOOD – PRIME VENDORS MPA 435

SUBMISSION DEADLINE: May 21, 2020 9:00 AM (Eastern Time)

**PRE-BID/ PROPOSAL CONFERENCE: NO
MANDATORY:**

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at doa.purquestions15@purchasing.ri.gov no later than **May 7, 2020 at 9:00 AM EDT**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the **RFP#7603784** 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 SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: YES

Robert DeAngelis, Senior Buyer

Note to Vendors:

Vendors must register on-line at the State Purchasing Website At www.ridop.ri.gov .

Offers received without the entire completed three-page RIVIP Generated Vendor Certification 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 (“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.

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 intends to select a prime vendor to provide services. 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 option for two (2) one-year extensions in accordance with the terms of this RFP, the terms stated in the Rhode Island Vendor Certification Cover Form, and the State’s General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page at www.ridop.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. If multiple Vendors are selected, an agency may contact the various Vendors on the MPA in an effort to receive the best rates possible. 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 B** includes previous usage information for the top 150 items.

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.

Instructions and Notifications to Vendors

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, or prime vendors in the various categories, 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 Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@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. 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.
13. Payment and Performance Bond - The successful vendor must furnish a 50% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.

SECTION 2. BACKGROUND

The State of Rhode Island (“State”) and other eligible agencies spend in excess of \$3.6 million annually on purchased goods within the current MPA. 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. 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, any selected Vendor must maximize local food purchases in accordance with the terms herein.

The goals of this procurement are as follows:

- Leverage the considerable purchasing volume across various State agencies.
- 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 foods.

The State also conducts Quarterly Quick-Bids which are a list of approximately 150 of the fast-moving food items, put out to bid for each quarter of the year. This allows agencies to take advantage of items they need at good pricing while helping vendors boost revenue and sales, quarterly.

Also, in order to maximize the use of local producers, especially in the perishable food category, the State also intends to produce a Continuous Recruitment for perishable foods to maximize local food producers in the following areas:

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

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

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.

The State intends to award to the Vendor or 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 foods. 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.

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 \$3.6 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 and milk contract are 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. 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.

1. Delivery

The Vendor may be required to service all areas of the State, however, the primary locations at this time are:

- Eleanor Slater Hospital - Zambarano Unit, 2090 Wallum Lake Rd., Pascoag, RI 02859
- Eleanor Slater Hospital - Regan Building, 3 Regan Ct. and Adolph Meyer Bldg., 111 Howard Ave., Cranston, RI 02920
- Adult Correctional Institution, 1375 Pontiac Ave., Cranston, RI 02920
- RI Training School, 57 Power Rd., Cranston, RI 02920
- RI Veteran's Home, 480 Metacom Ave., Bristol, RI 02809
- Rhode Island College, 600 Mount Pleasant Ave., Providence, RI 02908

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.

- 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.
- 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.
- The awarded Vendor shall provide, at his own expense, an order form and online catalog 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, **Appendix C**. 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 User Agencies 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 Username, 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 30. 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.

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 backup 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.

4. 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.

5. Food Advisory Committee

The Department of Administration facilitates and maintains the Advisory Committee on Standards for items covered by this Contract. The Committee generally meets every quarter 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 may be required to attend Advisory Committee meetings. This person will also discuss new items, standards, current industry trends, etc. but shall have no voting privileges.

6. 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.

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 a 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.

12. Quarterly Reports

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

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

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

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 foods 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 foods from local enterprises on behalf of the State.
3. 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 foods in the perishable 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.
4. 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: PROPOSAL

A. Technical Proposal

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. Cost Proposal Evaluation

To advance to the Cost Proposal Evaluation phase, the Bidder's technical proposal must receive a minimum of 56 (80%) out of a maximum of 70 technical points. Any technical proposals scoring less than 56 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 70 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.

EVALUATION CRITERIA (70 Points Total)

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 include a description of its approach and methodology to provide the State with competitive pricing during the term of the contract.

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 3 - Buy Local Requirements.

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 shall submit a list of contracts(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.
4. 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.

B. Cost Proposal

COST (30 Points)

Vendor shall submit its cost using the cost worksheet attached on Appendix B. Vendor may submit cost for any or all items. This pricing shall be supplied for each item category listed on the attached worksheets which contain:

- Product Description
- Unit of Measure
- Case Unit Quantity
- Annual Case Usage (for all State Agencies)

- Each Case Price
- Total Price

Vendor shall also supply freight pricing for a fixed fee per case delivered or drayage on Appendix C. The fixed fee will be drayage per case in each category. The Vendor must indicate the minimum number of cases to be delivered to a location. Additionally, Vendor may submit any discounts based on quantity (tiered pricing is acceptable).

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 marked “Cost Proposal”.

The State reserves the right to use its business discretion to evaluate the costs submitted as a benchmark. If the pricing stated in Appendix B varies substantially from the prices provided during the term of the contract without good cause, the State reserves the right to terminate the contract upon a thirty-day notice.

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 scoring 56 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 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:

Evaluation Criteria	Possible Points
Firm's Capability, Capacity, Organization and Staff	25 Points
Work Plan, Approach, Methodology	25 Points
Experience, Past Performance, References	20 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

***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 Technical Evaluation Committee 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.purquestions15@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 #760378** 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

A. Proposals shall include the following:

1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.ridop.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
2. 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.*
3. 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.*
4. 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 ten (10) 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”.
 - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
 - c. Four (4) printed paper copies
5. Cost Proposal - A separate, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - a. One (1) Electronic copy on a CD-R, marked “Cost Proposal -Original”.
 - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
 - c. Four (4) printed paper copies

B. Formatting of proposal response contents should consist of the following:

- A. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 - a. Vendor’s name
 - b. RFP #
 - c. RFP Title
 - d. Proposal type (e.g., technical proposal or cost proposal)
 - e. 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.

B. 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 proposal shall be typed using the formatting provided on the provided template.
- d. 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 #7603784**" 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

A. 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.

A. 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			
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			

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

Prime Contractor/Vendor Signature	Title	Date
Subcontractor/Supplier Signature	Title	Date