

# SOLICITATION INFORMATION

DATE: February 13, 2008

**PUBLIC BID #7065822**

**TITLE: CONCESSIONS, VENDING MACHINES (MPA # 207)**

**OPENING DATE AND TIME: 3/7/08 AT 11:15 AM**

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

Questions concerning this solicitation must be received via e-mail within the Division of Purchases at [bidinfo@purchasing.state.ri.us](mailto:bidinfo@purchasing.state.ri.us) no later than 2/26/08 @ 12:00 Noon (Eastern). Questions should be submitted in Microsoft Word attachment. Please reference Bid #7065822 on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: NO**

**BOND REQUIRED: NO**

**JOHN A. COWELL, JR.  
BUYER II**



JC/db

Vendors must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to be able to download a Bidder Certification Cover Form which must accompany each offer.

## **NOTE TO VENDORS:**

**Offers received without the entire completed three-page RIVIP Generated Bidder Certification Cover Form attached may result in offer disqualification.**

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

**BID INSTRUCTIONS / SPECIFICATIONS**

**DATE: February 13, 2008**

**NOTICE**

**THERE MAY BE ADDITIONAL ADDENDA TO THIS  
BID/RFP AT ANY TIME BEFORE THE OPENING DATE AND TIME.**

THE DIVISION OF PURCHASES WILL NOT BE NOTIFYING BY MAIL OF ANY SUCH  
ADDENDA.

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK AND DOWNLOAD ANY AND ALL  
ADDENDA.

AN ADDENDUM TO A BID/RFP IS LISTED AS THE BID NUMBER WITH AN "A" AND THE  
NUMBER OF THE ADDENDUM FOLLOWING; FOR EXAMPLE, **3025A1** INDICATES  
ADDENDUM #1 HAS BEEN ISSUED FOR BID 3025. **3025A2** INDICATES ADDENDUM #2  
HAS BEEN ISSUED.

YOU MUST CLICK ON ALL OF THESE LISTINGS TO GET THE COMPLETE PACKAGE.

**IF NOT BIDDING ON ANY ITEM, DO NOT RESPOND, IN ANY  
WAY, TO THE DIVISION OF PURCHASES.**

**DISCLAIMER**

While the State of Rhode Island intends to maintain continuous access to this Website, from time to time access to information and/or documents may be interrupted or prevented either because of site problems, user problems or Internet problems. Not all access difficulties can be resolved by the State of Rhode Island since some access failures may be due to the type of computer or communication equipment and services employed by the Website User. However, it is the State's policy to provide a Help Desk (401) 222-3766 during regular business hours to assist Users in identifying and overcoming access problems.

To assure maximum access opportunities for Users, solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Vendors are cautioned that the competitive nature of their offers could be affected if their submissions do not include all amendments. For this reason, vendors are advised to revisit all solicitations to which they intend to respond five days prior to the due dates. If access to solicitations on the Website has been severely curtailed, it shall be the policy of the State to extend the due date of affected solicitations.

**In some cases (e.g., road construction) copies of plans and specifications which cannot be offered on-line are issued with a requirement for a refundable deposit. In such instances, in addition to announcements provided on the RIVIP, vendors on the known lists of plans and specifications depositors will receive direct notification of amendments.**

Except when access to the Website has been severely curtailed and it is determined by the Rhode Island State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored.

When the result of an Internet solicitation of registered vendors is unsuccessful (no offers, one offer which exceeds the estimated cost) the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors. The Purchasing Agent reserves the right to solicit offers from unregistered vendors as well as registered vendors.

**BID INSTRUCTIONS / SPECIFICATIONS**

**DATE: February 13, 2008**

**BID#7065822**

**MASTER PRICING AGREEMENT # 207**

**COMMODITY: CONCESSIONS, VENDING MACHINES**

**AGREEMENT PERIOD: 4/1/08 - 3/31/13 (OPTION TO RENEW FOR UP TO TWO ADDITIONAL YEARS)**

**DELIVERY AS REQUESTED BY AGENCY.**

**Ordering**

Agencies will submit individual orders for the various items and various quantities as may be required during the agreement period.

**Scope**

This bid covers the requirements of all State Agencies. This will be delivered and billed at the single, firm, awarded price quoted regardless of the quantities ordered.

**Bidding**

(a) Bids must be submitted on the attached bid quotation request forms, indicating brand and parts number of item offered. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested. Bidders must be able to submit samples if requested.

(b) A single price shall be quoted for each item against which a proposal is submitted.

This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State.

(c) Bid price is net F.O.B. any point in the State of Rhode Island and shall include inside delivery.

(d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non responsive to the intent of this request.

**Quantities**

Quantities, if any, are estimated only. It is understood and agreed that the agreement shall cover the actual quantities ordering during the period.

**Taxes**

The State of Rhode Island is exempt from payment of Federal Excise Taxes and R. I. Sales and Use Taxes. Such taxes shall not be included in the bid price.

**Award**

Award will be made to bidder quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

**Delivery**

(a) All items to be delivered free of all charges.

(b) The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

## BID INSTRUCTIONS / SPECIFICATIONS

DATE: February 13, 2008

### Exception

Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices on any extra large requirements for delivery to a destination.

### Municipality Clause

Contractor will furnish all items quoted herein to any city, town or other governmental subdivision at the same price and terms as quoted to the State of Rhode Island. All ordering and billing to be between contractor and governmental unit involved.

Yes \_\_\_\_\_ No \_\_\_\_\_

### Quarterly Reports

Successful bidder will submit in writing to the Purchasing Division quarterly reports showing bid number and total quantities drawn against specific items by the State Agencies. Failure to submit such reports shall be considered to be a breach of the contractor's obligations under the resultant agreement(s), and sufficient cause for the termination of the agreement, and all other outstanding agreements, purchase orders, and contracts, and suspension from participation in all State procurements for a period of up to two (2) years, at the discretion of the State's Purchasing Agent.

Reports should be forwarded to the Buyer at the Division of Purchases, One Capitol Hill, Providence, RI 02908.

BID #7065822

**CONCESSIONS, VENDING MACHINES (MPA #207)**

**BLANKET REQUIREMENTS: 4/1/08 – 3/31/13 (WITH OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS)**

**BID SPECIFICATIONS**

**BIDDING**

- (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State.
- (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered.
- (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost.
- (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request.

**ORDERING**

- (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period.
- (b) Exception – Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

**MULTI-YEAR:**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

**INSURANCE REQUIRED:**

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD:

- PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER.
- BUILDER'S RISK INSURANCE – COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION.
- SCHOOL BUSING – AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION.
- ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER.
- VESSEL OPERATION – (MARINE OR AIRCRAFT) – PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

**NO READ**

DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI DIVISION OF PURCHASES WEBSITE [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**BID PRICE SHEET**

BID #7065822

VENDOR NAME

VENDOR NAME

BIDDER IS TO PROVIDE BELOW THE REBATE COMMISSION PERCENTAGE (%) FOR EACH PRODUCT.

BID # 7065822

BID # 7065822

PROVIDE THE SAME INFORMATION IN BOTH PRICE COLUMNS

	Product	Brands	Fixed Vending Price FY 08/09	Fixed Vending Price FY 09/10	Fixed Vending Price FY 10/11	Fixed Vending Price FY 11/12	Fixed Vending Price FY 12/13	Commission Percentage	Commission Percentage
<b>Snack Machine</b>									
1	Snacks, Cakes, Pies Danish, Large Cookies and Brownies	Tastycake, Drakes, Hostess, Sara Lee, Pepperidge Farms Plantations or Comparable Brands	\$1.00	\$1.00	\$1.00	\$1.00	\$1.20	<input type="text"/> %	<input type="text"/> %
2	<b>Snack Items: Minimum 1oz. Bag</b> Pretzels, Potato Chips, Cheese Doodles Popcorn, and other bagged items	Frito-Lay, Wise, Snyder's, Keystone, Reisman, Sunshine Eagle Brand, Lance, Nabisco Foods, Goodmark Foods	\$0.70	\$0.75	\$0.75	\$0.80	\$0.80	<input type="text"/> %	<input type="text"/> %
3	Large Single Serving - same as Item #2	Over 1.5 oz.	\$0.95	\$1.00	\$1.00	\$1.25	\$1.25	<input type="text"/> %	<input type="text"/> %
4	Candybars, Mints, Lifesavers, Granola Bars	Hershey's, Nestles, M&M Mars, Leaf, General Mills, Beechnut, Tootsie Roll, Sunmark, Nabisco, Heide	\$0.75	\$0.75	\$0.75	\$0.85	\$0.85	<input type="text"/> %	<input type="text"/> %
5	Gum - 5 to 7 Sticks	Wrigley's, Beechnut, Care Free, Extra	\$0.75	\$0.75	\$0.75	\$0.80	\$0.80	<input type="text"/> %	<input type="text"/> %
6	Crackers, Cookies	Lance, Austin, Nabisco, Planters, Keebler Frito-Lay or Comparable Brands	\$0.75	\$0.80	\$0.80	\$0.85	\$0.85	<input type="text"/> %	<input type="text"/> %
<b>Cold Beverage Machine</b>									
7	Can Soda and Non-Carbonated Canned Beverages (Ice Tea, Hawaiian Punch, Etc.)	Coca-Cola, Pepsi-Cola, 7-Up, RC Cola, Canada Dry plus other National Brands	\$0.90	\$1.00	\$1.00	\$1.25	\$1.25	<input type="text"/> %	<input type="text"/> %
8	Canned Juice (11 1/2oz Can)	Ocean Spray, Minute Maid, Tropicana, Juice Bowl, Welch's Very Fine, Campbell's Fairlee, etc.	\$1.25	\$1.25	\$1.50	\$1.50	\$1.75	<input type="text"/> %	<input type="text"/> %
9	Specialty Drinks ( 12oz Can)	Gatorade, Snapple Beverages, Yoo-Hoo, etc.	\$1.50	\$1.75	\$1.75	\$1.75	\$2.00	<input type="text"/> %	<input type="text"/> %
10	Specialty Drinks (16oz - 20oz Bottles)	Bottled Water, Coca-Cola, Pepsi Cola, Snapple, etc.	\$1.25	\$1.50	\$1.50	\$1.50	\$1.75	<input type="text"/> %	<input type="text"/> %

Vendors should be advised that if they feel a rebate is not feasible in a particular category, (e.g. for the Cold Food Machine) they should enter "0" in the Bid Sheet

**BIDDERS ORGANIZATIONAL SUPPORT AND EXPERIENCE SHEET**

Location of bidder's headquarters and all sites owned and/or operated by the bidder:

Name _____	Name _____
Address _____	Address _____
City _____ State _____ Zip Code _____	City _____ State _____ Zip Code _____
Telephone Number _____	Telephone Number _____

A description of the bidder's organization which includes but not limited to:

Number of years that the company has been in existence: \_\_\_\_\_

Number of employees presently employed: \_\_\_\_\_

Provide a list of all management personnel below:

Name: (Ex.) John Smith _____	Position <b>President</b> _____
_____	_____
_____	_____
_____	_____
_____	_____

Attach resumes for all managers showing their responsibility with the organization, work experience, knowledge, and qualifications within a vending machine service operation.

Provide a list of current customers, the total number of vending machines operated and serviced by the bidder, and the approximate annual sales volume of each customer.

Current Clients:	Address	Total Number of Machines	Annual Sales
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Provide a listing of contracts your firm has lost during the last three (3) years with reasons for contract or service termination:

Client _____	Termination _____
_____	_____
_____	_____
_____	_____



# STATE OF RHODE ISLAND

## BID SPECIFICATIONS

### VENDING MACHINES

#### BLANKET REQUIREMENTS: 4/1/08 - 3/31/13

MASTER PRICE AGREEMENT (MPA) FOR AUTOMATIC VENDING MACHINE CONCESSIONS.  
APRIL 1, 2008 - MARCH 31, 2013 (OPTION TO RENEW FOR 2 ADDITIONAL YEARS)  
ENTITIES TO PRODUCE VENDED SERVICES FOR SODA, JUICE, SNACKS AND CANDY.  
A COMPLETE DESCRIPTION OF THE REQUIREMENTS AND SCOPE OF  
OF WORK AS FOLLOWS:

AWARD WILL BE BASED ON HIGHEST AVERAGE COMMISSION RATE PER CATEGORY

#### **1.0 Purpose and Intent**

The purpose of this bid is to install vending machines in State owned, rented, and/or leased offices and facilities located throughout the state. The supplier/contractor must demonstrate the ability to satisfy the specific terms, conditions, and requirements as specified in this bid and have sufficient experience and knowledge in vending operations. The supplier that offers the highest percentage rebate on sales volume will be the successful bidder.

#### **2.0 Background and General**

It is imperative that the State contract with reputable vending machine operators, in order to provide the highest quality products, service and reliability to each State site currently offering a vending machine operation, and to those State sites that may participate in the future. The Office of Purchases, in the Department Of Administration (DOA), has determined that the following provisions will apply to The Vending Machine Concessions Master Price Agreement.

- 2.1** State agencies will be required to arrange and coordinate all vending machine services using the Master Price Agreement (MPA). State agencies will be prohibited from obtaining vending machine services directly from vending machine operators. Under no circumstances will it be permissible for a State contractor to begin service without notifying the Office of Purchases (DOA) and Services for the Blind and Visually Impaired (DHS).
- 2.2** All product prices, as prescribed on the Bid Price Sheet, will remain in effect for the duration of this contract. Prices may not be changed without the written approval by the Office of Purchases. Price increases will only be awarded if it can be substantiated that contributing factors, e.g. price increases from manufacturers or suppliers required a price increase above those specified in this bid. If a price increase is granted by Office of Purchases, or its agent, State contracted suppliers will be permitted to raise the price of the product up to the new pricing level. Only those products that are identified on the bid price sheets will be permitted for sale under this contract. Substitutions will not be allowed without written consent and approval of the Office of Purchases.
- 2.3** The State reserves the right to award this contract in whole or in part and/or for the period determined to be in the State's best interest.

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- 2.4 Following the award of the contract(s), the State anticipates a period of time before all aspects of the contract can be fully implemented. The Office of Purchases will notify all State Using Agencies that a new contract has been awarded. If a vendor, who currently operates a vending machine(s) on State grounds, is not awarded a State contract, the Office of Purchases will notify said vendor that they have within forty-five (45) days to remove all vending equipment and vacate the State premises. If timely removal does not occur, such vending equipment will revert to the State. Through this transition period the Office of Purchases will contact the successful bidder and arrange for service to begin as soon as the non-contract vendor vacates the premises. The State reserves the right to amend the number of days a non-contract vendor has to vacate State premises.
- 2.5 Unless specifically provided otherwise, it shall be understood that said vending machines are and remain the property of the contractor. The State, however, shall take such action as may be reasonably required for the protection of said vending machines against loss by pilferage or destruction but shall be liable to the contractor, therefore, only where such pilferage or destruction is attributed to negligence of the State through its employees.
- 2.6 The State Using Agency shall furnish all necessary water lines and plumbing, electrical and service connections for operation of the vending machines. Final connections are to be made by the vending machine contractor.
- 2.7 The State Using Agency shall keep the area around the machines in a clean and orderly fashion including the removal of trash, garbage and debris.
- 2.8 There are currently 36 (+/-) cold drink machines and 22 (+/-) snack machines supplied through this MPA. It is anticipated that there will be additional sites requiring service during the life of this contract. Current and future locations may include state and federal entities as requested through the Using Agencies, Office of Purchases (DOA) or Services for the Blind and Visually Impaired (DHS).
- 3.0 Scope of Work**
- 3.1 The contractor, at its own expense, shall perform all vending services required, including: installing, maintaining, cleaning and stocking of vending machines at proper operating levels with said brands of products as specified on the Bid Price Sheets.
- 3.2 New vending equipment is not mandatory for this contract. Reconditioned equipment is acceptable as long as it works as well as new equipment and is satisfactory in appearance in the judgment of the Department of Administration and the Department of Human Services. The contractor shall keep vending machines in proper mechanical and electrical working order and in a clean, attractive, and sanitary condition to the satisfaction of each State Using Agency, Department of Administration and the Department of Human Services.

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- 3.3** The State reserves the right to require that vending machines be equipped to accept token and debit cards for payment of goods. Dollar bill validators are also required (Reference also Section 3.20). The State also reserves the right to require that vending machines be equipped with controls which assist persons with mobility and/or visual impairments. The Department of Administration and the Department of Human Services, or its designated agent will determine, by location, whether or not a specially equipped vending machine will be required.
- 3.4** The supplier shall at all times, at its own expense, maintain the vending machines, including any meters and special attachments, in proper mechanical working order, and make all necessary repairs and replacement of parts. The supplier shall also keep the vending machines in a clean, attractive and sanitary condition to the satisfaction of the State Using Agency. Replacement of any damaged parts and/or machines shall be performed within five (5) workdays of notification. In addition, the contractor shall perform monthly preventative maintenance on the equipment in order to keep the machines in good working order. All service calls shall be responded to within twenty-four (24) hours of notification. Upon award, the supplier shall provide a point of contract and service call number to the State Using Agency, the Office of Purchases (DOA), and Services for the Blind and Visually Impaired (DHS).
- 3.5** The State Using Agency shall notify the contractor promptly of any failure of machines to function properly and of any other matters affecting the proper operation of machines, and further shall permit only authorized agents of the contractor to remove, open, or adjust the machine(s). The contractor must provide repair service within twenty-four (24) hours, seven (7) days per week, for all vending machines at each location. A decal with the names and telephone number of service personnel must be affixed in a conspicuous place on at least one machine in each location.
- 3.6** The contractor shall have access to installation areas at normal State Agency operating hours in order to service and maintain the machines properly. Schedule of delivery, stocking and servicing of machines shall be made as agreed upon by the State Using Agency and the contractor.
- 3.7** All coin operated and paper money vending machines provided for this contract must be equipped with non-resettable product and/or cash counters that register every sale. Any vending machines that are not equipped with non-resettable counters must be removed within seven (7) days and replaced with vending machines equipped with said counters. Contractors are cautioned that any violation of this requirement may result in the termination of the contract. The contractor will be responsible to use acceptable industry accounting standards when reporting all business and commissions to the Office of Purchases (DOA), and the Services for the Blind and Visually Impaired (DHS).
- 3.8** Contractor(s) must submit to the Office of Purchases (DOA) and the Services for the Blind and Visually Impaired (DHS) a monthly statement showing the starting inventory of each vending machine; the restocking quantity; and the end of month readings from the mandatory non-resettable counters. The contractor(s) must also report total gross sales and the total amount of customer refunds. Documentation of customer refunds shall be available upon request.

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- 3.9 Once vending machines are installed as a result of the contract award, permission for change, removal, or addition of vending machines must first be secured from the State Using Agency. Notification must be sent to the Office of Purchases (DOA) and the Services for the Blind and Visually Impaired (DHS) regarding any action taken by the supplier (Reference also Section 3.19).
- 3.10 Since occasionally vending machines fail to function properly and it is necessary to make refunds, the contractor shall refund employees for any overpayments. Refund receipts should be provided by the contractor to verify and account for refunds.
- 3.11 The contractor, in submitting its proposal, hereby agrees to obtain or possess all required licenses or permits that legally permit the contractor to carry on all activities under this contract. The contractor further agrees to comply with all applicable laws/ordinances, and all rules and regulations of the Health Department, Division of Taxation and other relevant local, state and federal government authorities.
- 3.12 All personnel shall be physically able to do their assigned work and shall be free from any known communicable disease.
- 3.13 All personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.
- 3.14 All personnel must observe all regulations in effect at the individual State Using Agency. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State. The contractor or its personnel shall not represent themselves as employees of the State.
- 3.15 The Director of Purchases (DOA), or Services for the Blind and Visually Impaired (DHS) may request the contractor to transfer from the workcrew employees who are found to be incompetent, prone to excessive tardiness, absenteeism or theft.
- 3.16 All contractor's employee(s) shall be subject to such security clearance as required by the State.
- 3.17 The contractor shall be responsible for insuring that all articles found by his/her employees in or near the premises are returned to a designated place at the State Using Agency.
- 3.18 Refusal by the contractor to provide requested services to a State Using Agency will be cause for the contract to be cancelled.

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- 3.19** Notification and Delivery, Relocation and/or Removal Requirements: The supplier is responsible for notification of delivery, relocation or removal of all vending machines operated under this MPA. Such notification must be in writing and forwarded to Services for the Blind and Visually Impaired (DHS) and the Office of Purchases (DOA) within thirty (30) days of such action. Information provided must include the machine ID number, type of products sold and specific location. The supplier will deliver, relocate, or remove equipment within fifteen (15) days of the receipt of such request from either the State Using Agency, the Office of Purchases (DOA) or the Services for the Blind and Visually Impaired (DHS). If such equipment is not located or removed, the property manager of the State Using Agency may remove and/or discard the machine(s) and contents without further notice. The supplier will have no rights to seek damages due to losses resulting from failure to respond to such requests. The State Using Agency shall have the right to relocate any of the said vending machines to a different area or building, whereupon the contractor shall relocate the machines, at its own cost and expense within fifteen (15) days of notification. In addition, the State Using Agency shall have the right to determine at any time during this period of this contract that any of said vending machines are surplus to its requirements, whereupon said vending machines shall be removed by the contractor at its own cost and expense, within fifteen (15) days of notification. The State Using Agency may remove and store any such vending machines not removed by the contractor within the stated time frame, and charge the contractor for any expenses incurred for such removal and storage. In the event it becomes necessary to change the vending price during the contract period, the contractor shall make the necessary changes to the vending prices within the machines within five (5) workdays of the request by the Office of Purchases (DOA). All costs to effect any changes to the vending price shall be borne by the contractor. The Office of Purchases shall have the right to adjust the vending price when it deems it necessary.
- 3.20** One Hundred Percent (100%) of the soda and juice vending machines shall have dollar bill validators.
- 3.21** Title to Machines: Full title to the vending machines and machine components shall remain with the contractor. The contractor assumes the full risk and responsibility for any loss, destruction, or damage occurring to the said vending machines. The contractor shall not be relieved of liability for its negligence or for the negligence of its employees. The contractor assumes the risk of, and shall reimburse the State User Agency, for any loss resulting from mechanical defects whereby the vending machines vend merchandise without the deposit of a coin, or whereby the vending machines disgorge coins or return excessive amounts of change.
- 3.22** Period of Performance: All machines shall be installed and operational no later than forty-five (45) days after contract award and continue for a period of sixty (60) months unless terminated sooner as provided herein. The contractor shall notify the Office of Purchases (DOA) and Services for the Blind and Visually Impaired (DHS) when the installation is complete.
- 3.23** Refunds: The supplier shall be responsible for reimbursing employees all money lost through the malfunctioning of machines.

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**VENDING MACHINES**

**3.24 Safety Requirements:** All electrically operated vending machines shall be equipped to provide thermal overload protection. In addition, all beverage machines shall be firmly anchored or secured to the floor or wall at the time of installation. An industry standard stabilizing bracket shall be used to prevent vending machine tip-overs due to misuse or abuse. A safety decal shall be prominently displayed warning of the hazards of tipping or rocking the machine and assuring the machine is secured.

**4.0 Supplier Reporting and Payment Requirements:** A complete inventory of machines by location, i.e., agency, address, building, floor and room number, machine ID number and type of product is to be maintained by the supplier. One copy of such inventory is to be forwarded to the Office of Purchases (DOA) and the Services for the Blind and Visually Impaired (DHS) on an annual basis. The inventory shall include existing locations and the dates additional machines were placed and/or removed. Reports are to be submitted no later than 30 days following the close of each calendar year covered by the MPA. The first inventory is, therefore, due from the MPA contractor on 1/31/2009.

The supplier is also required to provide a completed commission statement on a quarterly basis for the periods ending March 31, June 30, September 30, and December 31. Two copies of the attached commission statement form or facsimile must be completed and payment must be made within thirty (30) days of the end of each quarter. A copy of the statement along with a certified check or money order payable to Rhode Island Services for the Blind and Visually Impaired should be forwarded to the agency at its current address: 40 Fountain Street, Providence, RI 02903-1898. A copy of each statement should also be forwarded to the Office of Purchases, One Capitol Hill, Providence, RI 02908-5855. Failure to provide quarterly commission statements on a timely basis will be cause for termination of this contract by the State.

**5.0 Monitoring Access:** The supplier will provide access to the Bureau of Audits (DOA), State Controllers Office (DOA), Division of Taxation (DOA), the Auditor General and Services for the Blind and Visually Impaired (DHS) as required to fully monitor compliance with the provisions of this MPA. This includes on-site access to machines for the purpose of verifying commission report submissions through a review of non-resettable counter readings, inventory, pricing and cash-on-hand.

**6.0 Insurance Requirements:** General liability insurance is required in the amount of \$1,000,000 or greater to protect users from injuries sustained as a result of the supplier's operation of automatic vending equipment and their contents.

**7.0 Option to Extend MPA:** This MPA may be extended at the option of the Office of Purchases for a maximum of two years. The buyer will advise the contractor in writing at least thirty (30) days in advance of the intention to extend the MPA. The supplier must acknowledge and accept the extension within ten (10) days of such notification. The total duration of the contract, including any extension pursuant to this option, shall not exceed seven (7) years from the date of the original contract. Vendor pricing will not increase during the extension period.

**8.0 Pre-Bid Conference:** There will be no Pre-Bid Conference in conjunction with this solicitation.

**STATE OF RHODE ISLAND**  
**BID SPECIFICATIONS**  
**VENDING MACHINES**

- 9.0** Notice to Agencies: Please note that all commissions from vending machines on State owned, rented, and/or leased property accrue to the Department of Human Services, Office of Rehabilitation Services, Services for the Blind and Visually Impaired as required by RIGL 40-9-11.5. All State entities must comply unless a valid waiver has been approved through the Department of Administration as outlined in current Department of Human Services policy as revised. The Bureau of Audits will monitor compliance during their regular audit of such state entities.

IN ACCORDANCE WITH THE GENERAL CONDITIONS OF PURCHASE (ITEM 31), INSURANCE CERTIFICATE IS REQUIRED FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, ETC., AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION.

**TITLE: CONCESSIONS, VENDING MACHINES (MPA #207)**

THE FOLLOWING ADDITIONAL INFORMATION IS PROVIDED:

1. The contract will be awarded by category. For example, the successful bidder for the cold beverage machine must have bid on all items in the category, i.e., items 7-10 and/or snacks, items 1-6.
2. A listing of machines by location is attached.
3. Annual sales volume in 2007 for cold beverages totaled approximately 4,750 cases inclusive of all types. Annual snack sales totaled 24,135 units for the same period. These figures are not to be construed as reflective of future contract performance.
4. Please note that the State of Rhode Island will no longer require that machines be equipped for token and debit card use (Reference Bid Specification paragraph 3.3).
5. On all items listed, the servicing size represents a minimum portion. For example, if a 12 ounce item is not available, the category item may be bid with a larger size at the price shown.
6. Beverage size may be either aluminum can or plastic bottle.
7. Vendor is responsible for the payment of all sales tax and any other applicable federal, state, and municipal taxes.

MPA # 207 Concessions, Vending Machine Locations  
as of  
2/13/2008

AGENCY	ADDRESS	LOCATION	TYPE
RI/DEPT OF HUMAN SERVICES	59 Howard Ave, Cranston	1st Floor	Bev.
RI/DEPT OF MENTAL HEALTH	600 New London Ave, Cranston	Simpson Bldg	Bev.
RI/DOT-HIGHWAY	360 Lincoln Ave, Warwick	Break Room 1	Bev.
RI/DOT-HIGHWAY	360 Lincoln Ave, Warwick	1st Fir-Break Rm	Bev.
RI/PUBLIC UTILITIES	89 Jefferson Blvd, Warwick	Basement Bottle	Bev.
RI/TF GREEN AIRPORT	2000 Post Rd, Warwick	Bagage Claim	Bev.
RI/TF GREEN AIRPORT .	2000 Post Rd, Warwick	Baggage Area 2	Bev.
RI/TF GREEN AIRPORT	2000 Post Rd, Warwick	Baggage Area 3	Bev.
RI/TF GREEN AIRPORT	2000 Post Rd, Warwick	Baggage Area 4	Bev.
RI/TF GREEN AIRPORT	2000 Post Rd, Warwick	Baggage Area 5	Bev.
RI/TF GREEN AIRPORT	2000 Post Rd, Warwick	Baggage Area 6	Bev.
TSA/TF GREEN AIRPORT	2000 Post Rd, Warwick	Airport	Bev.
TSA/TF GREEN AIRPORT	2000 Post Rd, Warwick	Next To Existing Behind Security	Bev.
RI/ARMY NATIONAL GD USPFO	330 Camp St, Providence	Basement-	Bev.
RI/BUSINESS REGULATIONS	233 Richmond St, Providence	Basement	Bev.
RI/DEPT OF HEALTH	50 Orms St, Providence	1st Floor	Bev.
RI/DONNELLY CENTER	249 Blackstone Blvd, Providence	Inside	Bev.
RI/DOT-GEORGE WASHINGTON H	680 George Washington Highway, Lincoln	Unknown	Bev.
RI/FEDERAL COURT BLDG	1 Exchange Terrace, Providence	Inside	Bev.
RI/HUMAN SERVICES NO.RI	450 Clinton St, Woonsocket	1st Floor	Bev.
RI/PASTORE BUILDING	2 Exchange Terrace, Providence	3rd Floor Lobby	Bev.
RI ATTORNEY GENERAL	150 South Main St, Providence	Hallway Inside	Bev.
RI ATTORNEY GENERAL	150 South Main St, Providence	Inside Hall1	Bev.
RI/ARMORY CAMP FOGARTY	2841 South County Trail, East Greenwich	Inside Gym	Bev.
RI/CAMP FOGARTY	2841 South County Trail, East Greenwich	Front Lobby Armory	Bev.
RI/DOT-HOPE VALLEY	51 Bank St, Hope Valley	Breakroom	Bev.
RI/QUONSET AIRPORT	210 Airport Rd, North Kingstown	Break Room	Bev.
RI NATIONAL GUARD B1	1 Minuteman Way, North Kingstown	Hall	Bev.
RI NATIONAL GUARD B13	13 Minuteman Way, North Kingstown	Building 575	Bev.
RI NATIONAL GUARD B5	5 Minuteman Way, North Kingstown	Bldg 5 Breakroom	Bev.
RI NATIONAL GUARD B7	7 Minuteman Way, North Kingstown	Building7	Bev.
RI/RIEDC BUILDING 37	1 Moscrip Ave, North Kingstown	Facility Dept. / Near Star Gas Co.	Bev.
RI/RIEDC BUILDING 404	1330 Davisville Rd, North Kingstown	Main Bldg / Office Breakroom	Bev.
RI/STEDMAN COMPLEX	4808 Tower Hill Rd, Wakefield	Mc Graff Bldg Court House	Bev.
RI/STEDMAN COMPLEX	4808 Tower Hill Rd, Wakefield	Mc Graff Bldg	Bev.
RI/STEDMAN COMPLEX	4808 Tower Hill Rd, Wakefield	Registry	Bev.
RI ATTORNEY GENERAL	150 South Main St, Providence		Snack
PAWTUCKET WELFARE	24 Commerce Street, Pawtucket		Snack
WOONSOCKET WELFARE	162 Main Street, Woonsocket		Snack
RI/TF GREEN AIRPORT (2 Units)	2000 Post Rd, Warwick		Snack
NORTH CENTRAL AIRPORT	Smithfield		Snack
DCYF	244 Roosevelt Ave, Pawtucket		Snack
DHS	Pastore Bldg., Cranston		Snack
RI/STATE COMPUTER CENTER	1670 Hartford Ave., Johnston		Snack
PUC	89 Jefferson Blvd, Warwick		Snack
RI/STATE HOUSE	1 Capitol Hill, Providence		Snack
RIDH	50 Orms St, Providence		Snack
RI/DONNELLY CENTER	249 Blackstone Blvd, Providence		Snack
US PROPERTY & FISCAL OFFICE	330 Camp St, Providence		Snack
RI/ANG (5 Units)	Quonset, North Kingstown		Snack
FEDERAL COURT HOUSE	Exchange Street, Providence		Snack
RI/DOT MIDSTATE GARAGE	Coventry		Snack
RI/DOT-HIGHWAY	Warwick		Snack

**36 Beverage Machines**  
**20 General Locations**

**22 Snack Machines**  
**17 General Locations**

**58 Total Machines currently covered by this agreement**