

# THE UNIVERSITY OF RHODE ISLAND

## Solicitation Information 6/6/23

**RFP# 101283**

**TITLE: CONVENIENCE STORE PROVIDER**

**Submission Deadline: 7/5/23 1:00 PM (Eastern Time)**

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

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.

**DATE:**  
**LOCATION:**

Questions concerning this solicitation must be received by the URI Purchasing Department at [URIPurchasing@uri.edu](mailto:URIPurchasing@uri.edu) no later than 6/20/23 1:00 PM (EST). Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**BID SURETY BOND REQUIRED: NO**

**PAYMENT AND PERFORMANCE BOND REQUIRED: NO**

CAMELY MACHADO, ASSISTANT DIRECTOR, PURCHASING

**Note to Applicants:**

- Applicants should register on-line at the URI Controller's Website at <https://web.uri.edu/controller/accounts-payable/suppliers/>
- Proposals received without a completed URI Bidder Certification Form may result in disqualification.

**Respondent Information:**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Email \_\_\_\_\_:

Contact Phone \_\_\_\_\_

## University of Rhode Island Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

### Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bid responses must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other State or University locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid 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. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) > Solicitation Opportunities > Other Solicitation Opportunities. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

Award will be made to the responsive and responsible offeror 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 University's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified “no substitute”, product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the University of Rhode Island Purchasing Office PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND THE UNIVERSITY OF RHODE ISLAND CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State’s Purchasing Laws and Regulations and other applicable State Laws and Regulations, including the Board of Governors for Higher Education Regulations and General Terms and Conditions of Purchase. The Regulations and General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: <https://web.uri.edu/purchasing/files/BOGREG.pdf> and [www.ridop.ri.gov](http://www.ridop.ri.gov) .

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state/University of Rhode Island.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State’s Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.**

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <https://www.ridop.ri.gov/rules-regulations/>

**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

**Indicate Yes (Y) or No (N):**

\_\_\_\_ 4 State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. If Yes, then provide details below.

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**Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.**

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

[illegible]

#### SECTION 4 - CERTIFICATIONS

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE VENDOR CERTIFIES THAT:

\_\_\_\_ 1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

\_\_\_\_ 2 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the URI Board of Trustees as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

\_\_\_\_ 3 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

\_\_\_\_ 4 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

\_\_\_\_ 5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

\_\_\_\_ 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

\_\_\_\_ 7 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ( <https://www.ridop.ri.gov/rules-regulations/> ) and the Board of Governors Regulations on the URI Purchasing Website ( <https://web.uri.edu/purchasing/files/BOGREG.pdf> ) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

\_\_\_\_ 8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

\_\_\_\_ 9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML)  
Category: \_\_\_\_\_

\_\_\_\_ 10 I/we certify that the above information is correct and complete.

IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

**Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.**

Vendor/Company Name; \_\_\_\_\_

Vendor's Signature: \_\_\_\_\_ Bid Number: \_\_\_\_\_ Date: \_\_\_\_\_  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

\_\_\_\_\_  
Print Name and Title of Company official signing offer

The Rhode Island Board of Trustees/University of Rhode Island (hereinafter referred to as "the University") is soliciting proposals from experienced and qualified vendors to supply the University with convenience store products on a weekly and as needed basis. The initial contract period will be for three (3) years with the option for two-one (1) year extensions.

The initial contract period will begin approximately August 1, 2023 (or earlier), through June 30, 2024, with an option to renew for up to three (3) years in one (1) year increments.

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

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

1. Potential offerors are advised to review all sections of this Request 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 University 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 University of Rhode Island Purchasing Director.
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 University of Rhode Island for consideration in response to this Request for Proposals will be Public Records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately once an award is 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 University of Rhode Island Purchasing Department may release records marked confidential by a vendor upon a public records request if the University 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. Vendors are also advised that responses marked confidential in their entirety may be deemed non-responsive. **Inclusion of a “confidentiality header/footer” on entire pages of submissions (or all pages) is NOT considered an acceptable way to flag confidential information (flags must be very specific and a specific justification explaining how the information meets the APRA exception must be provided with it) and will not be recognized by URI.**

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” (as well as the “Certificate of Compliance”) <https://dedi.ri.gov/divisions-units/equal-opportunity-office/contract-compliance-related-forms> 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” to the ODEO/State Equal Opportunity Office, which identifies the workforce utilized on the project.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at <https://dedi.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 <https://dedi.ri.gov/> . Information regarding DisBEs may be accessed at [www.gcd.ri.gov](http://www.gcd.ri.gov).

For further information, visit the Office of Diversity, Equity & Opportunity's website, <https://dedi.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. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email [dorinda.keene@doa.ri.gov](mailto:dorinda.keene@doa.ri.gov).

Restrictions on Communications – No Bidder-initiated contact, other than normal business activities not associated with this procurement, will be allowed after the issuance of this RFP between Bidders and University employees or their agents regarding this solicitation, except with express permission of the University Purchasing Department. Any such other contact may be considered improper and may disqualify a Bidder from further consideration. The appropriate channel to direct any communications, concerns or questions regarding the RFP is through the email address provided herein.

If a Bidder fails to notify the University of Rhode Island Purchasing Department contact person of an error in this RFP which was known or reasonably should have been known to the Bidder, the Bidder shall submit a response at the Bidder's own risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or performance time by reason of the error or its later correction.

## **SECTION 2 – BACKGROUND AND PURPOSE**

### **CAMPUS DESCRIPTION**

The University of Rhode Island began in 1892 and was one of the original land grant colleges. It has maintained a mission of teaching, research, and community outreach for Rhode Island since that time. In addition to being a land grant school URI is also a national sea-grant school and urban field grant school. URI offers over 100 majors in seven degree-granting colleges. The University of Rhode Island is a medium-sized state university. There are over 15,000 students on the Kingston campus, with 5600 living in residence halls, 750 living in fraternities and sororities and 500 living in graduate/family residential life apartments.

URI researchers are engaged in projects that have local, national, and international implications in programs as diverse as oceanography, family violence, and behavior change, environmental cleanup, education reform, the “greening” of industry, botanical pharmaceuticals, international business and much, much more.

The University has a spacious rural campus 30 miles south of Providence in the northeastern metropolitan corridor between New York and Boston. The main campus is in Kingston, RI. The center of campus is a quadrangle of handsome, old granite buildings surrounded by new academic buildings, student residence halls, and fraternity and

sorority houses. On the plain below Kingston Hill are gymnasiums, athletic fields, tennis courts, a freshwater pond, and agricultural fields.

In addition to the Kingston campus, the university has three other campuses. The 165-acre Narragansett Bay Campus (NBC), six miles to the east overlooking the West Passage of Narragansett Bay, is the site of the Graduate School of Oceanography. The College of Continuing Education (CCE) has a building in downtown Providence. Additional information about the campus can be obtained by viewing the URI web page on the Internet at [HTTP://www.uri.edu/](http://www.uri.edu/).

### **Section 3: SCOPE OF WORK & REQUIREMENTS**

The University of Rhode Island's Department of Dining Services provides meals to 5,600 resident students and 9,000 commuter students, faculty, and staff seven (7) days a week. Facilities include two (2) dining hall locations, one (1) Warehouse, one (1) convenience store, four (4) cash operations around the perimeter of the campus. During the school year, 50,000 meals are served weekly, with additional meals served during summer months, for an annual total of 1.6 million meals yearly. Deliveries will be required at least twice a week, Monday through Friday. Occasionally there may be a need for a delivery on Saturday or Sunday. Orders will be placed the one (1) to two (2) days before delivery.

Minimum Requirements - To receive consideration, the successful bidder must meet the following mandatory requirements:

Deliveries - Will be on Mondays through Fridays, beginning no earlier than 6:30 am and ending no later than 12:00pm. Delivery to up to six (6) URI Kingston campus locations. All drivers must be properly licensed and insured and possess the ability to immediately rectify a problem. This may include a call to the office, a credit slip, or a return visit on the same day.

Delivery - It is required that deliveries to any dining facility loading dock be made utilizing a maximum sized 24', 6-wheel truck. No tractor trailer deliveries will be accepted for non-warehouse delivery locations.

To facilitate other deliveries, the delivery trucks must be able to offload large quantities (pallets) in short periods of time. No trailers are allowed. Engines must be shut off while unloading. Vehicles must be clean and free of filth and debris. Deliveries must be made in plastic totes and in a refrigerated truck as required by law. These totes shall be retrieved on the next scheduled delivery day. There shall be no additional charge to the University for this service or for damaged or missing totes. Totes shall be palletized and delivered to the designated area. The vendor shall deliver orders directly to the designated location campus. Including but not limited to Gertz Café, Daily Grind, Ram's Den, Corner Store, Catering and Brookside Bistro.

Delivery outages - must be held to a maximum of 4%, with substitutes having to be approved prior to delivery.

Quality – The University will procure and serve only items that are of the highest quality. The University reserves the right to refuse any products deemed not up to the appropriate quality standards.

Specifications - Vendor acknowledges that their facilities and delivery vehicles will meet applicable Local, State, and Federal health and sanitation regulations. The vendor must have an effective quality assurance program like HACCP in place with well-established procedures that are strictly followed. Failure to meet either of these criteria will cause the University to cancel the contract.

All products must have ingredient labels with expiration date and/or manufacture date, name and address of the manufacturer clearly listed.

Products that are produced in-house must be done under the highest sanitary standards and subject to microbiologic testing using an AOAC method.

Awarded vendor should be GFSI (Global Food Safety Initiative) certified

The awarded vendor will be expected to provide consistent levels of service as defined within the attached specifications, during both high and low volume order periods.

Variations in product specifications will only be accepted after mutual agreement of both parties and only if the agreement is reached at the time of order placement.

Certificates of Insurance in accordance with the University of Rhode Island Board of Trustees Procurement Regulations will be a successful bidder's requirement.

Sustainability - The University is part of a larger community committed to sustainability. The successful bidder will make every attempt to utilize products from local Rhode Island businesses to aid in this effort while maintaining a fiscally responsible pricing structure. Further, the successful bidder will present documentation of local purchases on a semester basis and review with the administrative staff. This documentation will be used to help dining services set standards and thereby further the use of local products.

Buy Local Requirements - Upon award, the Vendor shall work with the University to establish and maintain a list of local enterprises involved in food production. Any such list shall provide local manufacturers, based on the defined tiers and meeting minimum standards, the ability to be added to the list. This list is to establish a baseline to increase local participation over time. The Vendor shall track expenditures through the list and provide the State with quarterly reports showing purchases from local entities.

Spot Buy Program – The University reserves the right to participate in spot buys for the one-time purchase of products at a reduced cost due to overproduction or limited shelf life.

Discrepancies - The Vendor shall resolve all other discrepancies (i.e., shortages, overages, breakage, incorrect items) within five (5) business days from notification. If the discrepancies cannot be resolved then, the Vendor shall take all steps which the URI Dining Services and/or URI Purchasing deem necessary or appropriate to resolve them.

Emergency Plan- The successful bidder must provide the University in writing with an emergency plan for shipping errors, shortages, and emergency deliveries.

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

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

Remedies Upon Default - In any case where the vendor has failed to deliver or has delivered nonconforming goods or services, the University shall provide a "Notice to Cure." If after notice, the vendor continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting vendor.

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 products), 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 (about 2 days) of 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 The University.**

Responsibility for those Performing the Work - The vendor shall be responsible for the acts and omissions of all the vendor's employees. The vendor shall always enforce strict discipline and good order among the vendor's employees and shall not employ an unfit person or anyone not skilled in the task assigned. Incompetent or incorrigible employees shall be dismissed from the project by the vendor when so determined by the University, and such people shall be prohibited from returning to the work site without written consent from the University.

Safety - The successful bidder shall provide all necessary safeguards for safety and protection as set forth by the State of Rhode Island, the United States Department of Labor Occupational Safety and Health Administration, and any other government body with authority pertaining to the performance of any contract resulting from this RFP.

Training - Awarded vendor must supply product handling training sessions as required.

Inside sales - An inside sales/customer service person must be assigned to handle the University account. This person must be readily accessible by telephone available during normal business hours (8 a.m. to 4 p.m.). This inside sales contact must be able to handle late add-on orders (1:00 p.m. for next day delivery). The name, email address and telephone number of the inside salesperson must be supplied with the RFP. A consistent alternate must be assigned to handle these duties in the absence of the regularly assigned person.

Outside sales Representation- The successful bidder must provide a sales representative, on an "as needed" basis, who will be responsible for the following services:

- Providing product information regarding the latest items for the end user.
- Assisting the Purchasing department in resolving customer service problems.
- Answering questions regarding the various products and/or services provided.
- Detailing new products to end users and integrating those items into the contract.
- Devoting as much time as is necessary to effectively meet the needs of the University as it relates to any contract resulting from this RFP.
- Tracking and submitting all manufacturers' rebates for payments to the University.
- Act as a liaison between agency and product manufacturers.

#### Conditions Governing Subcontracting

If the Vendor intends to use any subcontractor, the Vendor must clearly identify the subcontractor in response to the RFP and provide documentation of their skill sets and applicable experience. The Vendor retains responsibility for the completion and quality of any work assigned to subcontractors. The Vendor is expected to supervise the activities of subcontractors and employees to ensure quality. For all subcontractors, the University reserves the right to review and approve contractual documentation between Vendor and subcontractor.

For any subcontractor not specifically named in the bid, or any subcontractor to be named during the term of the contract, the University reserves the right to monitor the Vendor's procurement process, and expressly approve any subcontractors to be used.

Term - The University is seeking a contract for the award date of August 1, 2023 (or earlier), through June 30, 2024, with an option to renew for up to three (3) years in one (1) year increments. Said option will only be exercised upon satisfactory performance and by mutual consent of both parties.

Contract Value - During the fiscal year, 7/1/2021 - 6/30/2022 the purchases for this contract are about \$875,000.00. This information is provided for informational purposes only and should not be construed as a commitment by the University to purchase any specified quantities or product mix.

FY 24- \$900,000

FY 25- \$950,000

FY 26- \$1,000,000

Usage reports, detailing a Sales Mix summary and/or velocity report in a mutually agreeable format, must be supplied as needed or as requested by the agency.

The Vendor must supply a digital or electronic price/product catalog format in the event of price increases.

Quarterly Reports- Vendor shall provide the University's Dining Services with Quarterly Reports (or the ability to generate a quarterly report through a tracking website) with the following information:

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

Audit - The Vendor shall allow the University 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 University. The University reserves the right to audit any number of contracted items.

Technology – The Vendor shall provide electronic ordering and electronic invoices. Vendor shall pay all costs associated with the CBORD Food Service Suite that involves the electronic data interface (EDI) between the University and the Vendor's electronic purchasing module. Clarification of associated cost can be determined by contacting Karen Nocera, Integration Services Manager 1-844-GO-CBORD or 1-607-257-2410 or email at [kyn@cbord.com](mailto:kyn@cbord.com).

Contract Termination - The University reserves the right to cancel the contract at any time the vendor's performance is, in the opinion of the University, deemed unsatisfactory. In such an event, however, the University shall give written notice of the unsatisfactory performance and expected remedies for the same. The vendor shall be given thirty (30) days to remedy the problem(s), and an additional fifteen (15) days termination notice if conditions do not meet the University's Approval. The University shall only be obligated for those goods delivered and services rendered and accepted prior to the effective date of cancellation. Furthermore, the University reserves the right to terminate any contracts resulting from this solicitation, if, in the University's opinion, it is in its best interest. Any vendor awarded a contract resulting from this solicitation shall be subject to annual performance evaluations by the University. Such evaluations will constitute a review of the vendor's performance relative to timeliness, accuracy, quality, and cost competitiveness.

## **SECTION 4 – Proposal**

### **A. TECHNICAL PROPOSAL**

1. A letter of transmittal signed by an owner, officer, or authorized agent of the firm or organizations, acknowledging, and accepting the terms and conditions of this Request, tendering an offer to the Board of Higher Education/University or Rhode Island.
2. Technical Proposal describing the background, qualifications, and experience of the vendor with and for similar programs, and the work plan or approach proposed for this requirement.
3. In writing an emergency plan for shipping errors, shortages, and emergency deliveries.
4. A *current* copy of the required licenses/certifications/permits from the Department of Health.
5. Describe how your company can help make the convenience store more successful for the University community. Include: 1) Design 2) Marketing 3) How to optimize profitability.
6. The Vendor must provide the capability to print and/or order shelf tags for each item to accommodate scan equipment.
7. References.
8. Letters of recommendation showing demonstrated satisfaction of previous clients.

The Technical Proposal must contain the following sections:

- Executive Summary

The Executive Summary is intended to highlight the contents of the Technical Proposal and to provide the Board of Trustees for Higher Education/University of Rhode Island evaluators with a broad understanding of the offeror's technical approach and ability.

- Offerors Organization and Staffing

This section shall include identification of all staff and/or subcontractors proposed as members of the project team, and the duties, responsibilities, and concentrations of effort which apply to each (as well as resumes, curricula vitae, or statements of prior experience and qualification).

- Work plan/Approach Proposed

This section shall describe the offerors' understanding of the Board of Trustees for the University of Rhode Island's requirements, including the results(s) intended and desired, the approach and/or methodology to be employed, and a work plan for accomplishing the results proposed. The description of the approach shall discuss and justify the approach proposed to be taken for each task, and the technical issues that will be or may be confronted at each stage of the project. The work plan description shall include a detailed proposed project schedule (by task and subtask), a list of tasks, activities, and/or milestones that will be employed to administer the project, the assignment of staff members and concentration of effort for each, and the attributable deliverables for each.

- Previous Experience and Background

This section shall include the following information:

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

## **B. COST PROPOSAL**

**To receive consideration vendors must respond to all pricing requests on the forms supplied.**

Proposal Format – Proposals shall be prepared as an exact copy of the "Form of Proposal" included herein. All applicable blank spaces shall be completed by the bidder, either typewritten or in ink.



Bid Form - All pricing must be indicated in the spaces provided in the "Market Basket(s)" attached hereto. Please, also supply the factor that will be used to calculate the net prices provided on the attached market basket.

Prices - There will be (1) section (market basket) to the Cost Proposal portion of this RFP. We are requesting bids on specific items, as a single section of this bid. The Market Basket lists products and the approximate quantities used by the University for each item. The quantities are given as an estimate only. The University will not be responsible for buying any minimum quantities under this contract. **Prices for Market Basket must be firm for the first six months of the contract.** Vendors are encouraged to offer a greater length of price protection whenever possible. Market Basket "B" will have fixed prices for the term of the contract with price adjustments on a semi-yearly basis. Vendors must list a maximum percentage increase over the bid price for subsequent (6) month periods for the contract's duration. At a maximum of once every six months the vendor will be allowed to increase its prices for Market Basket "B" items only.

The University reserves the right to award Market Basket "B" of this contract at the sole discretion of the University.

Requests for price increases to Market Basket "B" must be submitted in writing to the University Purchasing Department seven (7) days prior to the effective date along with all documentation it may require supporting the requested price increases. Increases will not be in effect until approved, in writing, by the University of Rhode Island Purchasing Department. The University reserves the right to audit the awarded vendor's books with reasonable notice.

Market Basket "B" - Vendors must list prices for each item listed. Vendor must fill in all blanks. Failure to fill in all blanks may be the cause for rejection of their bid at the sole discretion of the University.

Bidders - The products listed on the market baskets are a representative sampling of the products purchased by the University. This list is provided for informational purposes only and should not be construed as a commitment to future purchases.

Brands - When bidding please respond to each category and bid on the items specified only. If there is more than one acceptable item, please specify the brand you are quoting on. The University reserves the right to test and add products as required.

### **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 will be reviewed by a Technical Review Committee which will evaluate and score all proposals, using the following criteria. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 40 (66%) out of a maximum of 60 technical points. Any technical proposals scoring less than 40 points will not have the cost component opened and evaluated and the proposal will be given no further consideration.

Proposals scoring 40 technical points or higher will be evaluated for cost and assigned up to a maximum of 40 points in cost category, bringing the potential maximum score to 100 points.

The University of Rhode Island reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

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

<b>Criteria</b>	<b>Possible Points</b>
<b>Staff Qualifications</b>	<b>15 Points</b>
<b>Capability, Capacity and Qualifications of Offeror</b>	<b>15 Points</b>
<b>Quality of Work Plan</b>	<b>15 Points</b>
<b>Suitability of Approach/Methodology</b>	<b>15 Points</b>
<b>Total Possible Technical Points</b>	<b>60 Points</b>
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 40 points*	<b>40 Points</b>
<b>MBE</b>	
ISBE Participation**	<b>6 Bonus Points</b>
<b>Total Possible Points</b>	<b>106 Points</b>

### **\*Cost Proposal Evaluation**

The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

$$(\text{Low bid} / \text{vendors bid}) * \text{available points.}$$

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are Forty (40), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 40 = 19.5$$

Points will be assigned based on the offeror's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

#### \*\*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:

(Vendor's ISBE participation rate ÷ Highest ISBE participation rate X Maximum ISBE participation points)

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 Review Committee to clarify statements made in the proposal.

### **Section 6 PROPOSAL QUESTIONS**

Questions concerning this solicitation may be e-mailed to the University of Rhode Island Purchasing Department at [URIPurchasing@uri.edu](mailto:URIPurchasing@uri.edu) no later than the time and date indicated on page 1 of this solicitation. Please reference the reference **RFP # 101283** on all correspondence. Questions should be submitted 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**

Responses should include the following:

1. One completed and signed **URI Bidder Certification Cover Form** (include in the Technical Proposal Original copy only). Do not include in the Technical Proposal copies or Cost proposals.
2. A separate Technical Proposal (total number of copies indicated above) describing the background, qualifications, and experience with and for similar programs, and the work plan or approach proposed for this requirement.
  - a. One (1) Electronic copy on a CD-R or Flash Drive, marked "Technical Proposal - Original".
  - b. One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
  - c. Four (5) printed paper copies.
3. A single **separate, signed, and sealed, Cost Proposal** reflecting the fee structure proposed for this scope of service.
  - a. One (1) Electronic copy on a CD-R or flash drive, marked "Cost Proposal -Original".
  - b. One (1) printed paper copy, marked "Cost Proposal -Original" and signed.
  - c. Four (5) printed paper copies.
4. \* **ISBE Proposal** – A *separate*, 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 proposals.**

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

1. Formatting of CD-Rs or Flash Drive – Separate CD-Rs or Flash Drives are required for the technical proposal and cost proposal. All CD-Rs or Flash Drives 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 or Flash Drive, multiple CD-Rs or flash drives are acceptable. Each CD-R or flash drive must include the above labeling and additional labeling of how many CD-Rs or flash drives should be accounted for (e.g., 3 CD-Rs or flash drives are submitted for a technical proposal and each CD-R or flash drive should have additional label of '1 of 3' on first CD-R or flash drive, '2 of 3' on second CD-R or flash drive, '3 of 3' on third CD-R or flash drive).

Vendors are responsible for testing their CD-Rs or flash drives before submission as the URI Purchasing Department's inability to open or read a CD-R or flash drive may be grounds for rejection of a vendor's proposal. All files should be readable and readily accessible on the CD-Rs, or flash drives submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt, or unreadable, the URI Purchasing Department may consider it "non-responsive". Please note that CD-Rs or flash drives submitted, shall not be returned.

2. 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 University of Rhode Island Purchasing Department, shall not be accepted.

Responses (**an original plus five copies**) should be mailed or hand-delivered in a sealed envelope marked "RFP # - 101283" to

MAIL TO:

UNIVERSITY OF RHODE ISLAND  
PO BOX 1773  
PURCHASING DEPARTMENT  
KINGSTON, RI 02881

COURIER:

UNIVERSITY OF RHODE ISLAND  
PURCHASING DEPARTMENT  
10 TOOTELL RD.  
KINGSTON, RI 02881-2010

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other University locations, or which are otherwise not presented in the URI Purchasing Department by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the URI Purchasing Department will not be considered. The "official" time clock is in the reception area URI Purchasing Department. **(Please be advised that FedEx/UPS do not always arrive by 10:30 am, you would be smart to send your submission to arrive at least one day early)**

**CONCLUDING STATEMENTS**

Notwithstanding the above, the University of Rhode Island reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award it in its 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.

The University may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the University of Rhode Island Purchasing Department.

**MARKET BASKET COST COMPARISON – SAMPLE ITEMS: Including but Not Limited to the Following Items – NO SUBSTITUTIONS WILL BE CONSIDERED**

Item Name	Pack Size	Price
Fresh artisan sandwiches, wraps pinwheels and subs in sizes 8” and 12”		
MAP packaged sandwiches, wraps and finger rolls with extended shelf life		
Fresh packaged salads including dressing cup, five (5) different varieties		
Uncle Ed’s Pantry		
Rachael’s Candy		
Smoodie brand healthy smoothie program items		
Hostess Brand bakery items		
Panera Mac & Cheese 10oz		
Panera Broccoli & Cheddar Soup 10oz		
Dippin Stix Apple & Peanut Butter, Apple & Caramel		
Hillshire Small Plates		
Cliff Bars		
Poptart Kellogg		
Gushers 4.25oz		
Sour Patch Kids		
Twix King Size		
Snickers King Size		
Hummus Sabra 10oz		
Hummus Sabra Snack Pack		
Hot Pockets 8oz		
Chobani		
Liquid IV		
Almond Joy King Size		
Milky Way King Size		
M&M Peanut King Size		
Mentos Gum		
Tic Tac		
Tissue Puffs		
Vicks Vapor Rub		
Tide Pods		
Toothpaste Crest		
Tape Scotch		
Razor Bic 3 Pink 1PK		
J & J Band-aid 30 CT		
Q-Tip Swab 30 CT		

## **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.

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

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





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

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

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

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

Name of Subcontractor/Supplier:

Type of RI Certification: ☐ MBE ☐ WBE ☐ Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract  
Value (\$):

ISBE Participation  
Rate (%):

Anticipated Date of Performance:

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

**Prime Contractor/Vendor Signature**

**Title**

**Date**

**Subcontractor/Supplier Signature**

**Title**

**Date**