# THE UNIVERSITY OF RHODE ISLAND

# Solicitation Information DATE: 7/31/23

RFP# 101298

#### **TITLE: FRANCHISE**

#### Submission Deadline: DATE TIME: 9/1/23 1:00 PM (Eastern Time)

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

**MANDATORY: YES** 

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: 8/9/23 1:00 PM LOCATION: MEMORIAL UNION – 50 LOWER COLLEGE RD., KINGSTON, RI 02881 1<sup>ST</sup> FL. IN THE UNION SQ. MAP ADDED

Questions concerning this solicitation must be received by the URI Purchasing Department at <u>URIPurchasing@uri.edu</u> no later than **8/18/23 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

#### NAME OF BUYER, TITLE OF BUYER: CAMELY MACHADO, ASSISTANT DIRECTOR

#### Note to Applicants:

- Applicants should register on-line at the URI Controller's Website at <a href="https://web.uri.edu/controller/accounts-payable/suppliers/">https://web.uri.edu/controller/accounts-payable/suppliers/</a>
- 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.

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 > 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 the 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: <u>https://web.uri.edu/purchasing/files/BOGREG.pdf</u> and <u>www.ridop.ri.gov</u>.

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 <u>https://www.ridop.ri.gov/rules-regulations/</u>

#### **SECTION 2 - DISCLOSURES**

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

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

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

\_\_\_\_\_1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If Yes, then provide details below.

\_\_\_\_\_2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If Yes, then provide details below.

\_\_\_\_\_3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If Yes, then provide details below.

\_\_\_\_\_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.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 4 PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

#### **SECTION 3 - OWNERSHIP DISCLOSURE**

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

If the company is publicly held, the vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the vendor; otherwise, complete ownership disclosure is required. 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.

#### **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 (<u>https://www.ridop.ri.gov/rules-regulations/</u>) and the Board of Governors Regulations on the URI Purchasing Website (<u>https://web.uri.edu/purchasing/files/BOGREG.pdf</u>) 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: (Person Authorized to enter into contracts; signature must be in ink)	_Bid Number:	DaDaDaDaDaDaDaDaDaDaDaDaDaDaDaDaDaDa	ate:
Print Name and Title of Company official signing offer			

# **SECTION 1: INTRODUCTION**

The URI Board of Trustees/University of Rhode Island is soliciting proposals for franchisees from qualified OFFERORS to lease space on campus and provide quick/casual foodservice (hot and/or cold) as described elsewhere herein and in accordance with the terms of this Request for Proposal ("RFP") and the General Terms and Conditions of Purchase indicated in the attached URI Bidder Certification Form.

The initial contract period will begin approximately January 2024 for three years. This contract will be for 12-month periods with most of the business occurring between September and May, summer business may vary with clients attending conferences and events and may also include local community members as all venues are open to the public. After the initial three year term the contract may be renewed in two, three year intervals for up to a total of 9 years based on vendor performance.

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 RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- 2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
- 3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content shall be borne by the vendor. The 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 Purchasing Department for consideration in response to this RFP may be considered to be public records, as defined in R. I. Gen. Laws § 38-2-1, *et seq.*, and may be released for inspection upon request, once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the 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") <u>https://dedi.ri.gov/divisions-units/equal-opportunity-office/contract-compliance-rel ated-forms</u> 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 actually utilized on the project.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at <u>https://dedi.ri.gov/divisions-units/equal-opportunity-office</u>.

- 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/divisions-units/minority-business-enterprise-compliance-office Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Equity, Diversity and Inclusion's website, at <u>https://dedi.ri.gov/</u> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1.

<u>Restrictions on Communications</u> – 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**

### Overview of the University of Rhode Island

Currently URI Dining Services has their own retail dining program on campus in both board operations at Hope Commons – Mainfare and Butterfield Dining Halls, and the following retail locations, Rhody Market at Hope Commons, Corner Store at Hope Commons, Ram's Den at Memorial Union, Union Square at Memorial Union, Daily Grind at Robert Carothers Library, Gertz Café at Fascitelli Engineering Building, Brookside Bistro at Brookside Residence Hall, and the Rhody Eatz Food Truck. In addition, Dining Services would like to lease spaces for additional, branded retail offerings to service the campus community.

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

The University of Rhode Island Board of Trustees/University of Rhode Island invites you to join with us to create a long-term contract. This document provides the information you need to prepare your proposals. We appreciate your participation and look forward to reviewing your proposals.

#### **Campus Description**

The University of Rhode Island (URI) 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 an urban field grant school. URI offers over 100 undergraduate majors and 90 graduate programs across nine degree-granting colleges. The University of Rhode Island is a medium-sized state university. There are over 16,500 degree seeking undergraduate and graduate students with a complement of approximately 800 faculty and 1,800 staff. In addition, there are thousands of campus visitors who attend cultural, sporting, community, and University-sponsored events.

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 located in Kingston, RI. The center of campus is a quadrangle of handsome, old granite buildings surrounded by newer academic buildings, student residence halls, 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 the 165-acre Narragansett Bay Campus (NBC), six miles to the east, overlooks the West Passage of Narragansett Bay and is the site of the Graduate School of Oceanography.

Additional information about the campus can be obtained by viewing the URI web page on the Internet at <u>http://www.uri.edu/</u>

## Description of Current Food Services

The University of Rhode Island provides a variety of food and beverage services at its Kingston campus. URI Dining Services provides residential meal plans to approximately 5,500 students that offer unlimited access to both Butterfield and Mainfare Dining Halls. In addition there are approximately 1,800 students with commuter meal plans in the dining halls, and there are eight retail units operated by URI Dining Services providing a combined average daily total of over 14,000 meals during the academic period. More than 12,000 students participate and carry an optional declining debit Ram Account on their student identification cards to make purchases at all Dining Services facilities, beverage vending machines, and participating Ram Account merchants on and off campus.

URI is a multi-cultural community and wishes to provide diversity to its customers in its food and beverage choices. Within the Memorial Union Building, there is:

- 1. Ram's Den Food Court, currently offering Asian, Mediterranean, deli sandwiches, burgers, chicken sandwiches, breakfast offerings, burrito bowls, and smoothies.
- 2. Union Square, a sushi shop that serves fresh sushi, prepackaged dumplings, poke bowl, and bubble tea.
- 3. 193 Degree Coffee House is a student-run facility with a coffeehouse atmosphere.
- 4. The "Snack Shack", a convenience store operated the URI Bookstore.

## Purpose of the Contract

The purpose of this procurement is to obtain a long-term lease agreement, which provides two retail programs. One location has been identified as Ram's Den, located on the second floor of the Memorial Union. The current space has various storefronts with a shared production kitchen in the back-of-house. Space will include 390 sf of server, shared use of an office, 230 sf (approx) of walk-in cooler/freezer, and 250 sf for dry storage.

The other location is on the ground floor of the Memorial Union. The designated space has been identified and is approximately 845 square feet abutting the Union Square sushi shop.

The initial term of the contract will be three years beginning January 2024 and ending in

December, 2027. An option to renew for an additional six years in two, three year intervals will be provided by mutual agreement of both parties.

The University of Rhode Island Board of Trustees/University of Rhode Island reserves the right to make an award by individual location or a total award for both locations. All lease/license agreements require State Properties approval.

# Goals of the University of Rhode Island

The University of Rhode Island expects to

- 1. Improve its present retail dining services and provide more variety to the campus community.
- 2. Promote the University and its programs.
- 3. Enhance revenues by collecting lease payments for the spaces provided.
- 4. Increase commissions through Ram Account and cash sales.
- 5. Improve services to students, staff, faculty and visitors who utilize retail facilities;
- 6. Increase locations on campus where food and beverage products can be purchased;

# Products/Services to Be Provided by URI

- 1. Prime retail locations in high-traffic areas.
- 2. An installed base of over 12,000 customers with pre-deposited discretionary funds
- 3. The vendor may use marketing promotions to increase sales and name recognition. All campus promotional campaigns and materials must be pre-approved by the University official(s) designated in the contract. No use of the University logos or trademarks can be made without prior written approval. If the vendor is selling items with the University's logos and trademarks, it must adhere to the University of Rhode Island Collegiate Licensing Policy. All promotions must be in good taste. The University reserves the right to refuse advertising promotions which do not conform to its standards or the University policy on posting.

# SECTION 3: SCOPE OF WORK AND REQUIREMENTS

# **Definitions**

# **Retail Dining Offering**

The intent of this solicitation is to secure up to two franchisee programs in which a

provider(s) will manage and deliver high quality, reasonably priced services consisting minimally of entrees and beverages, serving at least two meal periods (e.g., lunch and dinner). The entirety of the vendors' complete standardized menu need not be met at either location. Carbonated and non-carbonated beverages, including any water and sports drinks must adhere to the University's beverage contract stipulations, currently Coca-Cola.

# A. Terms and Conditions for Vendor

- 1. The vendor is responsible for the complete construction and build out of the operation at the space(s). All projects must follow all state building codes and be approved by Campus Design. Upon initiation of the contract, the vendor must complete construction within ten weeks. All personal property to be removed from each location upon expiration of the contract. If specifications for the vendor's build of the operation require additional electrical or HVAC capacity, the vendor will be responsible for the cost of equipment and installation.
- 2. Ground Floor Location:

The vendor will be required to make a minimum monthly lease payment on the first day of each month commencing the first month of occupancy. The payment will be made directly to Dining Services. The lease payment will be based on a minimum monthly payment of \$1,590

- 3. Beginning January 1, of each calendar year and every month of the calendar year, thereafter, the vendor will provide monthly sales records of gross sales to the University. At which point cumulative sales of \$200,000 are achieved, an additional 2% of gross monthly sales will be added to the monthly lease payment for the remainder months of the calendar year. If cumulative sales of \$400,001 are reached, an additional 4% of gross monthly sales will be added to each monthly lease payment for the remainder months of the calendar year.
- 4. Ram's Den Location:

The vendor will be required to make a minimum monthly lease payment on the first day of each month commencing the first month of occupancy. The payment will be made directly to Dining Services. The lease payment will be based on a minimum monthly payment of \$1,750.

Beginning January 1, of each calendar year and every month of the calendar year, thereafter, the vendor will provide monthly sales records of gross sales to the University. At which point cumulative sales of \$300,000 are achieved, an additional 2% of gross monthly sales will be added to the monthly lease payment for the remainder months of the calendar year. If cumulative sales of \$600,001 are reached, an additional 4% of gross monthly sales will be added to each monthly lease payment for the remainder months of the calendar year.

Cumulative sale reporting will not be required for both locations above prior to January 1, 2024.

- 5. The vendor is required to pay monthly fees for telephone and data access. Heat, air conditioning, electricity and water are included in the lease payment.
- 6. The vendor(s) must participate in the Ram Account Program, through UGryd, at each location.
- 7. The vendor will provide allergen friendly options including dairy-free, gluten-free, and vegetarian options.
- 8. The vendor will offer a scholarship program. The description of the scholarship program must be included in your proposal.
- 9. The Lessee will attempt to ensure that the University students shall comprise a maximum of fifty percent (50%) of the Lessee's work force and will come from a list reviewed by the Lessor's Personnel Office. The University is an Affirmative Action Employer and expects the Lessee to comply with these principles of hiring.
- 10. Dining Services has the right of first refusal for all catered events on campus according to the University's Catering policy. The vendor cannot offer a catered service for delivery, drop off or setup to any URI buildings on any URI campus without a catering waiver.
- 11. No branded signage is to be placed on the exterior of the building at any location.
- 12. Interior branded signage is limited to 4 square feet.
- 13. Design documents, inclusive of at least two interior renderings, must be submitted to Campus Design for review and approval.
- 14. The employees of the vendor will be allowed affiliate status for the sole purpose of having access to non-gated employee parking spaces. Currently, there is no charge for affiliate status, however, this is subject to change at the discretion of the University.
- 15. At the Ram's Den site, minimum weekday hours of operation of 8:00 AM to 8:00 PM, and minimum weekend hours of 11:00 AM to 8:00 PM must be met. Hours of operation for the ground floor location site, at minimum, will be 12:00 PM 11:00 PM on weekdays and 2:00 PM 10 PM on weekends. The Vendor(s) may choose to modify hours during observed state holidays, intersession breaks, and summer.

# **B.** Standards for Food Services

- 1. The vendor shall always provide adequately trained personnel to maintain the high quality of food service as required by the University.
- 2. The vendor is responsible to recruit, train, supervise, direct, discipline, and discharge, if necessary, all personnel working in each location. It is the vendor's responsibility to perform a BCI check for all personnel at vendor expense.

- 3. The vendor shall require its employees to comply with all instructions, regulations, and codes of conduct as specified by the University.
- 4. The vendor agrees to comply with all Federal, State, and local laws and regulations, including but not limited to those pertaining to nondiscrimination in hiring and employment practices.
- 5. The vendor shall require all its employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations. Please visit <u>http://www.health.ri.gov/licenses/food</u> for a complete list.
- 6. The vendor shall require all its employees to utilize authorized and designated entrances and exits during working hours.
- 7. The University will not be responsible in any manner for loss or damage to the contractor's stored supplies, materials or equipment or any of the vendor's employees' personal belongings brought onto the premises.
- 8. The vendor is responsible to notify the University, in writing, of any potential violations which the University is responsible to correct, Any notices of violations or non-compliances with building or health regulations, must be communicated to the University along with written action plans to correct conditions causing the violations.
- 9. The vendor is to notify the University's Risk Manager if any accident or safety hazard occurs.
- 10. The vendor shall be responsible for obtaining any necessary State, Federal, and local licenses in connection with the performance of services provided. Please review requirements on the Rhode Island DOA website. The vendor must collect State tax on all sales.
- 11. The terms of receiving protocol for all deliveries of all inventory and equipment and trash removal and disposal must be coordinated with the building manager for both locations. Designated delivery times and trash removal times will be scheduled during low traffic periods. Ram's Den will allow access through their facility for trash removal. Trash containers to use in both areas to transport trash to University dumpsters cannot be larger than 100-gallon containers with lids.
- 12. The vendor is responsible for all sanitation, janitorial, and general maintenance of their units. The University will wash all dishes, utensils, and other items during the University's business hours. The vendor will be responsible for washing all dishes, utensils, and other items after the University closes its daily dining operations should the vendor stay open later. The University will be responsible for the maintenance of the exterior building at each unit and pest control.

### C. Insurance

Requirements to be met are included on Attachment "C"

## **D.** Management and Coordination

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

# **SECTION 4: PROPOSAL**

## A. Technical Proposal

## **Executive Summary**

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

#### **Offeror's Organization and Experience**

This section shall include identification of all staff and/or subcontractors proposed as members of the project team, and the duties, responsibilities, and concentration of effort which apply to each. Also to include a comprehensive listing of similar projects undertaken and/or similar clients served, including a brief description of the projects.

#### Menu Offerings and Sustainability

This section should reflect the offerings available to the customers on a daily basis, along with any possibility for LTOs and Seasonal specials, and include the pricing structure for the coming fiscal year. Furthermore, this section should outline the sustainability initiatives that the company actively pursues and any others that will be active by the time the venue is providing service.

## Work Plan/Approach Proposed

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

# B. <u>ISBE Proposal</u>

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 ("TRC") comprised of staff from URI/State Agencies. The TRC first shall consider technical proposals.

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

Criteria	Possible Points
Executive Summary	10 Points
Organization and Experience	20 Points
Menu Offerings and Sustainability	35 Points
Work Plan	35 Points
Total Possible Technical Points	100 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

# \*\*ISBE Participation Evaluation:

# A. Calculation of ISBE Participation Rate

1. <u>ISBE Participation Rate for Non-ISBE Vendors</u>. 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. <u>ISBE Participation Rate for ISBE Vendors</u>. 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: QUESTIONS**

Questions concerning this solicitation may be e-mailed to the University of Rhode Island Purchasing Department at <u>URIPurchasing@uri.edu</u> no later than the time and date indicated on page 1 of this solicitation. Please reference the reference RFP Number **# indicated on the cover sheet** 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

- A. Proposals shall include the following:
  - 1. One completed and signed <u>URI Bidder Certification Cover Form</u> (included in the Technical Proposal Original copy only). *Do not include in the Technical Proposal copies*.
  - 2. **<u>Technical Proposal</u>** describing the qualifications and background of the applicant and

experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal should be limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).

- a. One (1) Electronic copy on a CD-R or USB, marked "Technical Proposal Original".
- b. One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
- c. Four (4) printed paper copies
- ISBE Proposal A <u>separate</u>, signed and sealed Appendix A MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete <u>separate forms</u> for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. <u>Do not include any copies in the Technical proposals</u>.
- B. Formatting of proposal response contents should consist of the following:
  - 1. Formatting of CD-Rs or USB Separate CD-Rs or USBs are required for the technical proposal. All CD-Rs and USBs 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 USB, multiple CD-Rs or USBs are acceptable. Each CD-R or USB must include the above labeling and additional labeling of how many CD-Rs or USBs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' etc.).

Vendors are responsible for testing their CD-Rs or USB before submission as the URI Purchasing Department's inability to open or read a CD-R or USB may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs or USBs 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 and USBs 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 12 point font .
  - 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 should be mailed or hand-delivered in a sealed envelope marked "RFP # (number as indicated on the cover sheet) 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

**<u>NOTE</u>**: 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 located in the reception area of the 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)

# SECTION 9: 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.

## 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)

- 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 canceled 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 <u>separate forms</u> 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 th	at the forg	oing state	ments are true	e and correct.		
Prime Contractor/Vendor Signature			Ti	Title		
Subcontractor/Sup	plier Sign	ature		Ti	tle	Date
<b>*</b>	1 0					

# Attachment "C"

# **General Liability**

Coverage shall be written on an Occurrence form in accordance with your services performed and shall include, but not be limited to, Premises/Operations, Products/Completed Operations, Personal & Advertising Injury, Medical Payments, Blanket Contractual Liability, Also there will be no endorsement removing the vendor exception from the "your work" exclusion. Limits:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate (Aggregate Limits on a per project basis)

Waiver of Subrogation: Waiver of Subrogation shall apply in favor of the URI Board of Trustees, the State of Rhode Island and University of Rhode Island its subsidiaries, affiliates, officers, directors, agents and employees and any additional entities as required by URI's contractual agreements.

Additional Insured: Naming the URI Board of Trustees, the State of Rhode Island and University of Rhode Island its subsidiaries, affiliates, officers, directors, agents and employees and any additional entities required by URI's contractual agreements. This coverage is primary and noncontributing with any other insurance available to the additional insured. The additional insured endorsement will be on an ISO CG 2010 07/04 and CG 2037 07/04 or equivalent. (Copy of the additional insured endorsement may be required and it will be attached to the Certificate of Insurance). The General Liability shall include Premises Operations and Completed Operations.

## Workers Compensation:

Statutory coverage in accordance with the state in which the work is being performed (Both your employees and any leased employees). Including all State and Federal requirements. USL&H endorsement to be included where applicable. Certificate of Insurance must identify that coverage applies in the State in which the work is located.

Employers Liability Limits:

\$1,000,000 Each Accident

\$1,000,000 Disease-Policy Limit

\$1,000,000 Disease-Each Employee

Waiver of Subrogation shall apply in favor of the URI Board of Trustees, the State of Rhode Island and University of Rhode Island, its subsidiaries, affiliates, officers, directors, agents and employees and any additional entities as required by URI's contractual agreements.

# Automobile:

Owned, Non-Owned and Hired Automobile coverages to be included.

Limits: \$1,000,000 Combined Single Limit

Waiver of Subrogation shall apply in favor of the URI Board of Trustees, the State of Rhode Island and University of Rhode Island, its subsidiaries, affiliates, officers, directors, agents and employees and any additional entities as required by URI's contractual agreements. Also, the URI Board of Trustees, the State of Rhode Island and University of Rhode Island its subsidiaries, affiliates, officers, directors, agents and employees and any additional entities as required by URI's contractual agreements is listed as additional insured and this coverage is primary and non contributing with any other insurance available to the additional insured/s.

# The above listed coverages must be provided on policies and or endorsed to policies and on an ACORD certificate which will reflect the following provisions:

A. The insurance companies are financially rated A-VI or better by A.M. Best and licensed to do business in the state of operations performed.

B. Provides a 30-day Notice of Cancellation.

C. Contract Parties may be required to submit a copy of any policy endorsement, or blanket endorsement and are subject to review and approval by the authorized URI Risk Management personnel.

D. Waiver of Subrogation shall apply to all policies in favor of the URI Board of Trustees, the State of Rhode Island and University of Rhode Island, its subsidiaries, affiliates, officers, directors, agents and employees and any additional entities as required by URI contractual agreements.

E. Additional Insured endorsement naming the URI Board of Trustees, the State of Rhode Island and University of Rhode Island its subsidiaries, affiliates, officers, directors, agents and employees and any additional entities required by URI's contractual agreements. The Liability policies shall be primary and noncontributory for Additional Insureds. The additional insured endorsement will be on an ISO CG 2010 07/04 and CG 2037 07/04 or equivalent.

F. The General Liability additional insured endorsement shall include Premises Operations and Completed, if applicable to work being performed.

G. The Contract Party shall require all their Subcontractors, to include all the same insurance coverage, terms, conditions and limits as outlined above including additional Insured endorsement naming the URI Board of Trustees, the State of Rhode Island and University of Rhode Island its subsidiaries, affiliates, officers, directors, agents and employees and any additional entities required by URI's contractual agreements and waivers of subrogation requirements in favor of URI Board of Trustees, the State of Rhode Island and University of Rhode Island its officers, directors, agents and employees and any additional entities, officers, agents and employees and any additional entities, affiliates, officers, directors, agents and any additional entities required by URI's contractual agreements and waivers of Rhode Island its subsidiaries, affiliates, officers, directors, agents and employees and any additional entities required by URI's contractual agreements.

H. There shall be no exclusions for injuries to employees or independent Subcontractor employees and may not have any third-party action over exclusions or any other contractual liability limitations. Also, no exclusions for work in the State of New York or any other State the vendor is working in.

