

**THE
UNIVERSITY
OF RHODE ISLAND**

**DIVISION OF
ADMINISTRATION
AND FINANCE**

THINK BIG  WE DO™

PURCHASING DEPARTMENT
10 Tootell Road, Suite 3, Kingston, RI 02881 USA p: 401.874.2171 f: 401.874.2306 uri.edu/purchasing



DATE: 4/9/19

ADDENDUM #1

RFP NO.: 100719
OPENING: 5/2/19 @ 2:30PM
COMMODITY: Integration Platform as a Service

Per the issuance of this addendum, a direct file PDF of the RFP is attached.

Ryan Pincince
ryanpincince@uri.edu
Purchasing Department
The University of Rhode Island

Rev. 9-1-15

SECTION 1: INTRODUCTION

The Rhode Island Council on Postsecondary Education/University of Rhode Island is soliciting proposals for iPaaS service (Integration Platform as a Service) from qualified OFFERORS to provide a software suite to integrate systems, applications, and data in diverse architectures and manage and deploy them in the cloud 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 May 1, 2019 for one year. Contracts may be renewed for up to four additional 12-month periods based on vendor performance and the availability of funds.

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.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

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

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

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

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

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

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

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).

12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov/> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

13. Complete a separate Higher Education Cloud Vendor Assessment Tool.: The Higher Education Cloud Vendor Assessment Tool (HECVAT) may be accessed electronically at <https://security.uri.edu/forms/sig/> and will need to be completed by each vendor. The “HECVAT” is intended to simplify and speed up the process of gathering the information to assess the controls used by your organization to protect the University’s data, comply with the terms of the Agreement and to provide an operationally stable, protected and recoverable service. Your printed completed copy of the HECVAT, provided with your RFP response, will be reviewed and approved for compliance by the Associate Director of Information Security prior to the Technical Review. HECVATs

not approved by the URI Director of Information Security will not proceed to the Technical Review.

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

The University of Rhode Island is the state's only public land grant research institution. Founded in 1892, the University's main campus is in Kingston, Rhode Island with 3 additional satellite campuses in the state.

The University of Rhode Island (URI) seeks to find a partner who will provide and host the University's IT system-wide integration hub. Currently, the University is using ERP delivered integration, custom integration using sftp and processes that use direct data base connections. The University is rapidly moving to cloud-based applications and services while continuing to have on-premises systems.

IT governance has a core responsibility to score and prioritize project and portfolio activities for URI. The primary group, ITGov has a varying membership of up to 10 individuals. In addition, the administrative product owners group provides input on all aspects of our systems of record, and has approximately six members.

IT services are provided by approximately 80 central IT staff working in partnership with another 80 distributed IT staff in a variety of departments. In addition, the University employs approximately 120 student employees, accounting for an additional 45 FTE of IT support services. We serve a community of approximately 17,000 students and 3,200 faculty and staff.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

The University of Rhode Island seeks a cloud service partner to host and maintain its

Enterprise Integration system. The system must support all aspects of integration between applications that may be on or off-premise.

The system must be able to manage integrations from a graphical interface. It needs to allow for the design, building of integrations and pre-built connectors to applications such as PeopleSoft, Ellucian and Workday. Data transformation must support all variety of data formats.

In addition, the vendor must also provide:

- Ongoing technical support services for all service delivery of the system to URI, including ongoing live environment support, performance monitoring, data security and procedures, patches fixes and upgrades.
- Service planning defined as planning with the University to determine a mutually agreed upon time for any maintenance to the vendors Integration system provided to URI.
-

Specific Activities / Tasks

A. Company organization and history

Req. Nbr	Description
A.1	Provide a brief overview of your company and history of your organization, including any relationship(s) with a parent, subsidiary or affiliated company.
A.2	Describe your organizational philosophy/approach to client services.
A.3	Provide your most recent ratings for each of the agencies listed below: A.M. Best Standard & Poor's Fitch Moody's
A.4	How long has your company been providing and supporting Enterprise Integration systems to higher education institutions in the United States?
A.5	Provide a description of your data center and support staff offices, including the following: <ul style="list-style-type: none"> • The location(s) of your data center(s)? Describe the physical environment(s) and location(s) of your Data Center(s). • Where is your support staff office? Describe the physical environment and location of your support staff offices. • Describe the physical environment, staff and security.
A.6	What fiduciary responsibility does your organization assume for this project?
A.7	How do you ensure that your record-keeping system is in compliance with all regulations?
A.8	Who is your compliance officer/consultant or legal counsel?
A.9	Provide at least three customer references, including phone number and email addresses, for similar sized clients with similar scope of work. At least one should be from higher education.
A.10	Provide a description of your company's experience with implementing an initial Enterprise Integration solution.
A.11	Rating of the product from Gartner a global research and advisory service.

B – Technical Description

Req. Nbr	Description
B.1	Describe the product delivery mechanisms (e.g. web-base, app, text, email). Describe how the product is supported on desktops, laptops, tablets and phones.
B.2	Describe your support for group and role-based security, hierarchical administration, multi-group membership, data element access control.
B.3	Describe your ability to segregate workspaces for different units within URI including differential branding, site layout, workflows and how items are routed between different units of the organization.
B.4	Describe the product’s management and designer interface for the end user
B.5	Describe the deployment options for integrations
B.6	List the data formats that data can be transformed to.
B.7	Support Multiple Environments (i.e. Production and non-production)
B.8	Describe validation of data to endpoints
B.9	Describe how real-time completion of time-sensitive enterprise tasks & processes is accomplished
B.10	Describe how the product is used for data visualization tools and data marts.
B.11	On-Site Demonstration of Product & Services
B.12	Describe if the product has Master Data Management Capabilities.
B.13	Describe if the platform is capable of providing business workflows based on integrations.

C - Support and Upgrade Cycles

Req. Nbr	Description
C.1	For the past three years, please list all product upgrades and versions along with their release dates and percentage of installed user base upgraded within 3 months of release.
C.2	Please describe your service desk facilities available to your clients, including hours of support and SLA’s.
C.3	Describe the training options you have available for both IT staff working within the system as well as any online resources available for our clients.
C.4	What is your annual average uptime for all customers for the past three years? Please report planned and unplanned downtime as separate items.
C.5	List recommended URI staffing resources needed during the implementation of your software, listing roles, activities and hours of effort typically needed.
C.6	List recommended URI staffing resources needed for the operational lifetime of this software, showing roles, activities and hours of effort typically needed.
C.7	Do you have 24 by 7 support of the iPaaS service

D. Implementation Support

Req. Nbr	Description
D.1	Provide a narrative description of the proposed project team and its organizational structure, including resumes of key personnel on the project team.
D.2	The Vendor must provide a comprehensive project work plan which includes the recommended project methodology and a minimum of the following: project tasks, milestones, critical path, task start and end dates, appropriate resources to accomplish each task, budget expenditures, deliverables, constraints, and assumptions. The plan must include Planning, Design, Development, System Testing, Implementation, Training, and Documentation.
D.3	The successful vendor shall meet University’s project team during the first four weeks

	following award of the contract. During these meetings, a “Detailed Project Plan” shall be developed, reviewed, and revised. The University shall provide project direction and shall maintain final approval of decisions relating to the overall design / configuration, development, implementation, testing, and acceptance of the software.
D.4	Vendor Project Manager should have IT project management and system development, implementation experience in managing projects that are similar in scope and successfully implemented. Project manager must have supervisory skills and be able to work in collaborative team environment and mentor clients.
D.5	Successful Vendor shall participate in monthly / weekly project status and performance review meetings to ensure measurable progress is being achieved and the Department’s standards are followed. The activities of the vendor project team shall be directed, coordinated and communicated to ensure that the project progresses per project work plan and is completed on schedule.
D.6	Successful vendor shall provide detailed, written weekly status reports as appropriate at the stage of the project to the University project team. The status report shall include project status, description of the tasks and goals, work in progress, work accomplishments, date and percentage of work completed, major problems and their resolutions or alternative recommendations, critical issues and their possible solutions, work planned for next week. Project reports and dashboards will be provided through the vendors own platform.

SECTION 4: PROPOSAL

A. Technical Proposal

URI will establish a technical review committee (TRC) to evaluate submitted vendor proposals related to this RFP. The TRC will evaluate the proposals based on technical elements of their written proposals.

The proposal should address specifically each of the following elements:

1. **Company Organization and History (Section 3, table A) – vendor shall provide narrative statements for each table entry.**
2. **Technical Description (Section 3, table B) – the proposal shall address each table entry with a narrative description of the features currently in the system. Future development plans for features not yet available in production will not be considered as qualifying for scoring.**
3. **Implementation Support (Section 3, table D) – in addition to addressing each specific element of the table, the proposer should provide a high-level overview of the phases of implementation and approximate timelines of implementation based on prior implementation efforts..**

B. Cost Proposal

Provide a proposal cost proposal to include the following: cost per year for yours software service, broken down by cost per licensed individual (both staff and student

employee) as well as any additional cost for clients using the system to view status updates, submitting items to the system and members of our IT governance groups using the system to rate and review new service proposals. Vendors should separate implementation and ongoing operational costs of their solution.

IT staff license costs	
IT student license costs	
IT governance team cost	
Total annual cost:	
Implementation service cost	

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 (“TEC”) comprised of staff from URI/State Agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

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

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

Criteria	Possible Points
Company History and Organization (Table A Section 3)	5 Points
Technical and Functional Specifications (Table B, Section 3)	20 Points
Implementation Support (Table D, Section 3)	15 Points
Support and Upgrade Cycles (Table C, Section 3)	30 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

*** Cost Proposal Evaluation:**

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

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

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

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

****ISBE Participation Evaluation:**

A. Calculation of ISBE Participation Rate

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

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

B. Points for ISBE Participation Rate:

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

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

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

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the Technical 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 URIPurchasing@uri.edu no later than the time and date indicated on page 1 of this solicitation. Please reference the reference **RFP # 100719** 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 URI Bidder Certification Cover Form (included in the original copy only). *Do not include any copies in the Technical or Cost proposals.*
2. Technical Proposal - describing the qualifications and background of the applicant and

experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to fifteen (15) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).

- a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
 - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
 - c. Five (5) printed paper copies
3. Cost Proposal - A **separate**, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project. *Do not include any copies in the Technical proposals.* .
- a. One (1) Electronic copy on a CD-R, marked “Cost Proposal -Original”.
 - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
 - c. One (1) 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.**
5. **Higher Education Cloud Vendor Assessment Tool (HECVAT)** –
- a. One (1) Electronic copy on a CD-R, marked “HECVAT”
 - b. One (1) printed paper copy

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

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

- e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' on third CD-R).

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

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 should be mailed or hand-delivered in a sealed envelope marked "RFP # 100719 to

MAIL TO:

UNIVERSITY OF RHODE ISLAND
PO BOX 1773
PURCHASING DEPARTMENT

COURIER:

UNIVERSITY OF RHODE ISLAND
PURCHASING DEPARTMENT
10 TOOTELL RD.

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 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)

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

University of Rhode Island

SERVICES AGREEMENT

(Labor and/or Materials)

Date:		Project:	
Vendor:		Project Coordinator:	
Attn:		Department:	
PO Number:		Project No:	

This Services Agreement is entered into by and between the University of Rhode Island (the "University"), and the Vendor as set forth above ("Vendor"), with the University and the Vendor each being a "party" and collectively referred to herein as "the parties". No other contractual relationships are created by this Agreement. All communications between the Vendor and the University shall be made through the Project Coordinator identified above upon issuance of a duly authorized purchase order.

Entire Agreement: The entire agreement (the "Agreement") between the parties consists of this Service Agreement, and all documents attached hereto and/or incorporated herein by reference, including the Description of Work, Schedule and Compensation" attached hereto as Exhibit I, the "University Of Rhode Island Standard Service Agreement Terms and Conditions" attached hereto as "Attachment II " and the "Insurance Requirements for Incoming Certificates to the University of Rhode Island For Vendors and Contractors" attached hereto as Attachment III . As required by Rhode Island law and regulations, the Agreement shall also include the following, all of which are incorporated herein by reference:

1. The "State Purchases Act," R.I. Gen. Laws § 37-2-1, *et seq.*;
2. The Procurement Regulations adopted pursuant thereto;
3. The Vendor Certification Cover Form;
4. All other applicable provisions of the Rhode Island General Laws and applicable federal laws;
5. The specific requirements described in the solicitation and related solicitation documents;
6. The Rhode Island Department of Administration's "General Conditions of Purchase" (codified at 220 RICR 30-00-13); and
7. The offer/proposal submitted by Vendor and accepted by the State

Order of Precedence. In the event of any express conflict or dispute regarding any of the applicable terms of the Agreement (e.g. the University's Services Agreement, the Vendor's proposal, the solicitation documents, statutes, regulations and/or these General Conditions of Purchase), the following order or precedence shall generally apply (with 1 being the highest level of precedence):

1. Federal laws and/or regulations (for federally funded contracts only)
2. Rhode Island General Laws;
3. State Procurement Regulations, and the above-referenced General Conditions of Purchase;
4. The Purchase Order issued by the University;
5. This Services Agreement;
6. The offer, proposal or bid submitted by the Vendor and to the extent accepted by the Division;
7. Solicitation documents issued by the Division

Description of Work, Schedule and Compensation. The work to be performed by the Vendor, the agreed upon deliverables and schedule for that work, and the compensation to be paid the vendor, are set forth in the document entitled "Description of Work, Schedule and Compensation" which is attached hereto as Attachment I and incorporated herein by reference.

Other Attachments. The attachments referenced above (and below) as well as the additional attachments referenced below, are all hereby incorporated into the Agreement as well:

Attachment I: Description of Work, Schedule and Compensation

Attachment II: University Of Rhode Island Standard Service Agreement Terms and Conditions

Attachment III: Insurance Requirements for Incoming Certificates to the University of Rhode Island For Vendors and Contractors
Attachment IV: [Specify, if any]

Conflict of Additional Vendor Terms with Other Agreement Terms. In the event any “Additional Vendor Terms and Conditions” added to this agreement (and set forth in an additional Attachment) conflict with any of the other terms of this agreement, the latter shall prevail.

Interpretation. The University will be the final decision maker for any and all interpretations of the above described terms and conditions of this Agreement.

Submit Invoices to the Project Coordinator’s attention, and mail to the address indicated on the Purchase Order.

Modifications to the Description of Work, Schedule and Compensation (Attachment 1) of this Agreement shall be made only by a Services Agreement Modification form and Change Order to the Purchase Order issued by the University.

The foregoing is agreed to by the parties, as evidenced by the signatures of their duly authorized officials appearing below.

THE UNIVERSITY OF RHODE ISLAND (“University”)

By: _____
Name:
Title:
Date:

_____ (**“Vendor”**)

By: _____
Name:
Title:
Date:

Vendor and University Representatives [Name, Title, Mailing Address, Email, Phone].

- a. For URI:

- b. For Vendor:

ATTACHMENT I

Description of Work, Schedule and Compensation

1. **Work**
2. **Schedule**
3. **Compensation**

ATTACHMENT II

University of Rhode Island Standard Services Agreement Terms & Conditions

1. Definitions.

- a. "Agreement" has the meaning as defined above in the Services Agreement to which this document (i.e. these "University of Rhode Island Standard Services Agreement terms and Conditions") is attached.
- b. "Claim" means any unmet request or demand by either University or Vendor seeking payment or other relief in connection with the terms and conditions of this Agreement, including disputes and matters in questions between University and Vendor arising out of or relating to this Agreement.
- c. "Vendor" means the Vendor that executes and enters into this Agreement to perform the Services for University, and by such execution, agrees to be bound by all of the terms and conditions herein contained, and includes Vendor's subsidiaries, affiliates, successors, and assigns.
- d. "Fee Proposal" means the fee proposal submitted by Vendor to University in response to a request for a fee proposal for a Scope of Services.
- e. "Initial Decision Maker" means the Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., or his or her designee, who will serve as the initial decision maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations.
- f. "University" means the University of Rhode Island a public institution of higher education with its principal campus located in Kingston, Rhode Island.
- g. "Person" means any partnership (including limited partnerships), corporations, limited liability companies, governmental authorities, trusts, and all other legal entities, as well as natural persons.
- h. "Purchase Order" means the Purchase Order issued by University evidencing the selection of Vendor to perform the Services pursuant to the Solicitation.
- i. "PO Change Order" means a modification to the Purchase Order issued by University pursuant to the Solicitation accepting a Fee Proposal and authorizing a particular Scope of Services.
- j. "Project" means the project described in a particular PO Change Order.
- k. "Scope of Services" means the scope of services required for a particular project by the University and described in a Purchase Order as amended from time to time by a Purchase Change Order.
- l. "Services" means any and all professional services listed in the Purchase Order and any PO Change Order, and any and all other obligations, duties, requirements, and responsibilities required for the successful performance of this Agreement by Vendor, including the furnishing of all supervision, labor, materials, and other supplies, in accordance with the terms and conditions set forth herein.
- m. "Solicitation" means the Solicitation for the Services issued by the State and described on the Schedule.
- n. "State" means the State of Rhode Island, acting by and through its Department of Administration Division of Purchases, and each executive, legislative, judicial, regulatory, or administrative body of the State of Rhode Island, or any political subdivision thereof, including without limitation, any

department, division, agency, commission, board, office, bureau, committee, authority, educational institution, school, water, or fire district, or other agency of Rhode Island state or local government that exercises governmental functions in Rhode Island, any other governmental authority, and any quasi-public corporation and/or body corporate and politic, and their elected or appointed officials, members, employees, and agents.

- o. "Subcontractor" means a Person that has a direct or indirect contractual or vendor arrangement or relationship with Vendor to perform any of the Services.
- p. "Term" means the term of this Agreement pursuant to the provisions of Section 19.1.

2. **Other Agreement Terms; Precedence.** These terms and Conditions constitute only some of the terms and conditions applicable to the University's purchase of services from the vendor. The other applicable terms and conditions relating to this purchase are set forth in the "Services Agreement" to which this "URI Standard Services Agreement terms and Conditions" document is attached. The additional terms applicable to the purchase include, but are not limited to the State of Rhode Island General Conditions of Purchase (220-RICR-30-00-13) found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>. In the event of conflict between any applicable terms, the order of precedence shall be as described in said Services Agreement.

3. **Context.** Words and abbreviations that have well-known industry meanings, and not otherwise defined herein, are used in this Agreement in accordance with such recognized meanings. Unless the context otherwise requires:

- a. the words "hereby," "hereof," "hereto," "herein," "hereunder," and any similar words refer to this Agreement; and
- b. the word "day" or "days" refer to calendar day(s).

4. **Terminology.** The singular shall include the plurals and vice versa. Titles of sections are for convenience of reference only, and neither limit nor amplify the provisions of this Agreement. The use herein of the word "including," when following any general statement, term, or matter is not limited to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

5. **Engagement.** Subject to the terms and conditions of the Agreement, University engages Vendor, and Vendor accepts the engagement, to perform the Services during the Term. Vendor shall not commence performance of any Services until it receives an authorization from University to proceed in the form of a PO.

6. **Performance Standards.** Vendor will perform its services with the highest degree of care, skill, and diligence, and in accordance with the applicable professional standards currently recognized by such profession, and will be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and services furnished under this Agreement. Vendor will comply with all applicable federal, state,

and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor will, without additional compensation, promptly correct or revise any errors or deficiencies in its reports, drawings, specifications, designs, and other items or services.

7. Employees and Agents.

- a. **Personnel.** Any of Vendor's personnel or those of its Subcontractors specifically identified in a Fee Proposal or on the Schedule are considered essential to performance and may not be removed or replaced without the prior approval of University. All personnel employed or engaged by Vendor shall possess the necessary licenses and skills for performance under this Agreement, and University may require demonstration of such licenses and skills according to certification or qualification tests administered or approved by University. Use of outside personnel will be with the prior consent of and under conditions acceptable to University. Vendor will at all times enforce proper discipline and good order among the personnel under its control or supervision. University will have the right to require any Person observed to be failing, refusing, or unable to carry out Vendor's obligations, or any Person appearing in the sole judgment of University to be intemperate, incompetent, disruptive, or otherwise undesirable, in the discretion of University, to be removed from performance under this Agreement immediately upon the request of University and replaced by Vendor without charge to University.
- b. **Subcontractors.** Vendor will not subcontract or delegate any portion of the Services without the prior consent of University. All portions of the Services that Vendor does not perform with its own personnel will be performed under agreements with Subcontractors that meet the requirements of this Agreement. The names, addresses, and a description of the services of all Subcontractors are listed on the Schedule. University will also have the right to require that Vendor engage particular Subcontractors to perform any of the Services. By an appropriate written agreement, Vendor will require each Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Vendor by the terms of this Agreement, and to assume toward Vendor all the obligations and responsibilities which Vendor, by this Agreement, assumes toward University. Such agreement shall preserve and protect the rights of University under this Agreement with respect to the Services to be performed by the Subcontractor.

8. Representatives.

- a. Vendor's Representative(s). The name, title, and contact information of Vendor's authorized representative(s) and principal contact(s) with University are set forth in the Services Agreement.
- b. University's Representative. The name, title, and contact information of University's authorized representative(s) and principal contact(s) with Vendor are set forth in the Services Agreement.

- 9. **Audit.** University will have the right, during performance of this Agreement and for a period of three (3) years after final payment, at such reasonable times and places as the State may designate, to examine or cause to have examined Vendor's records, including computerized data files and programs using computer equipment under Vendor's supervision or control, to verify all direct charges, expenses, and disbursements invoiced to University. University's right of examination shall extend to any subcontract, and Vendor will include such provision in each such subcontract. University reserves the right to recover from Vendor any amounts which it has overpaid to Vendor under this Agreement.

10. Progress of the Services.

- a. **Progress.** Vendor will furnish schedules and progress

reports requested by University to provide verification and reasonable assurance of full and timely performance, as set forth in this Agreement.

- b. **Inspection.** University will have the right to inspect and test all Services performed under this Agreement, to the extent practicable at all times and places during the Term and prior to acceptance. University will perform inspections and tests in a manner that will not unduly delay the performance of the Services. If any of the Services do not conform with the requirements of this Agreement, University may require Vendor to perform the Services again in conformity with such requirements, without additional charge. When defects in Services cannot be corrected by further performance, University, at its option, may: (i) require Vendor to take necessary action to ensure that future performance conforms to the requirements of this Agreement; and (ii) reduce the professional fees to reflect the reduced value of Services performed. If Vendor fails to promptly perform the Services again or to take necessary action to ensure future performance in conformity with requirements of this Agreement, University, at its option, may: (i) perform the Services and charge to Vendor any cost incurred by University that is directly related to the performance of such Services; or (ii) terminate this Agreement. Neither inspection and testing of the Services, nor acceptance of the Services, nor payment by or on behalf of University shall relieve Vendor from any responsibility regarding defects or other failures to meet the requirements of this Agreement. Vendor shall provide and maintain an inspection system acceptable to University covering the Services hereunder. Records of all inspection and testing shall be kept complete and available to University during the performance of this Agreement or required by law.

- 11. **Changes in the Scope of Services.** University may, at any time and from time to time, make changes in the scope of the Services or any Scope of Services through additions, deletions, or other revisions, including the right to make changes in: (i) the description of the Services; (ii) the time of performance (such as hours of the day, days of the week); (iii) the schedule for completion of the Services; or (iv) the place of performance of the Services. If the change in the scope of the Services increases or decreases the cost of or the time for performance, an equitable adjustment will be made, and this Agreement modified accordingly. Upon receipt of authorization, Vendor, without delay, will proceed with execution of such authorization according to its terms. Notice of any claim by Vendor for extension of time for performance or adjustment of the price which arises for any reason, including any change requested by University under this Section 11, must be made in writing no later than ten (10) days after the occurrence which gives rise to such claim; otherwise, such claim is barred. Any claim for extension or adjustment shall include, as applicable, a detailed description of the claim, including the change in a Scope of Services, the extension of time sought and specific justification for the amount of time sought, and a detailed statement of the increased costs to be incurred in carrying out the change

- 12. **Representations and Warranties.** As an inducement to University to enter into this Agreement, Vendor makes the representations and warranties set forth in this Section 12.

- a. **Absence of Restrictions.** Vendor is under no contractual or other obligation or restriction which is inconsistent with Vendor's execution of this Agreement or the performance of the Services. During the Term, Vendor will not enter into any agreement, either written or oral, in conflict with Vendor's obligations under this Agreement.
- b. **Design, Workmanship, and Performance.** Notwithstanding any inspection and acceptance by University or any provision concerning the conclusiveness thereof, all services performed under this Agreement will, at the time of acceptance, be free from defects in design, workmanship, and performance, and conform to the requirements hereof. If the Services do not

conform in all respects with this section. Vendor will promptly correct such nonconformity without additional cost to University.

- c. **Infringement.** The Services will not infringe any patent, trademark, copyright, or other proprietary interest. If the use of such Services, or any part thereof, shall in any suit or proceeding be held to constitute an infringement and the use thereof is enjoined, Vendor will, at its sole expense, either procure for University the right to continue to use such Services, or part thereof, replace it with noninfringing Services, or modify it so that it becomes noninfringing. Any substituted noninfringing Services shall be, in quality and performance, equal to or better than the Services replaced.
- d. **Personnel Warranty.** Vendor will provide highly qualified supervision and competent personnel to perform the Services in strict conformance with the terms and conditions of this Agreement.
- e. **Rights in Data.**
 - i. **Copyright.** Vendor warrants that in transmitting instruments of service, including plans, specifications, reports, documents, and other materials and information (whether in written form, digital, or electronic) produced in connection with this Agreement, Vendor is the copyright University of such information or has permission from the copyright University to transmit such information for its use on the Project.
 - ii. **University ship.** Vendor and Vendor's Subcontractors shall be deemed the authors and University s of their respective instruments of service, including all construction documents, and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of instruments of service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Vendor and its Subcontractors.
 - iii. **License.** Upon execution of this Agreement, Vendor grants to University a nonexclusive perpetual license to use Vendor's instruments of service, including electronic or digital documents, solely and exclusively for purposes of constructing, using, maintaining, repairing, altering, and adding to the Project, and shall have and retain all rights to use them and reproduce them for the production and maintenance of the Project. Vendor shall obtain similar nonexclusive licenses from Vendor's Subcontractors consistent with this Agreement. These instruments of service shall be conveyed to University in their original operative, editable, electronic form in order to allow the integration of the data into the facilities management database of University. The license granted under this section permits University to authorize the contractors, subcontractors, subsubcontractors, and material or equipment suppliers, as well as the Vendors and separate contractors of University , to reproduce applicable portions of the instruments of service solely and exclusively for use in performing services or construction for the Project. If Vendor rightfully terminates this Agreement for cause, the license granted in this section shall terminate.
 - iv. **Conveyance.** Upon full payment of all sums due Vendor under this Agreement, the latest original drawings, specifications, and latest electronic data prepared by Vendor for the Project shall automatically become the property of University. This conveyance shall not deprive Vendor of the right to retain electronic data or other reproducible copies or the right to reuse information in them in the normal course of Vendor's professional activities. Reuse on other projects without Vendor's professional involvement will be without liability to Vendor on such other projects. In the event University uses the instruments of service without retaining, directly or indirectly, the author of the instruments of service,

University release Vendor and Vendor's Subcontractors from all claims and causes of action arising from such uses. The terms of this section shall not apply if University rightfully terminates this Agreement for cause. All of the plans, specifications, reports, documents, and other materials (whether in written form or on magnetic media) produced in connection with this Agreement shall belong exclusively to University and shall be deemed to be works made for hire. To the extent that any of these materials may not, by operation of law, be works made for hire, Vendor hereby assigns to University the University ship of copyright in these materials, and University shall have the right to obtain and hold in its own name or transfer to others, copyrights, and similar protection which may be available in such materials.

- v. **Survival.** The provisions of this section will survive the expiration or earlier termination of this Agreement.

13. **Owner's Responsibility.** University will: (i) provide in a timely manner all available information reasonably pertinent to the performance of the Services, including previous reports, drawings, specifications, or other data as Vendor may reasonably request to perform the Services; (ii) give prompt notice to Vendor whenever University becomes aware of any information that may affect the scope or timing of the Services; and (iii) secure, on behalf of Vendor, access to all public and private property as necessary for the performance of the Services.

14. **Confidentiality.** Since the performance of the Services may require knowledge and information of a proprietary nature to University , Vendor shall receive such knowledge and information in confidence and shall not, except as approved by University , exploit for its own benefit or the benefit of any Person, publish, or disclose, or authorize any Person to publish, disclose, or make use of such information or knowledge unless and until such information or knowledge shall have ceased to be proprietary as evidenced by general public knowledge. This prohibition as to publication and disclosure shall not restrict Vendor in the exercise of its technical skill providing that the exercise of such skill does not involve the disclosure to others of information considered sensitive or proprietary to University. Vendor shall, upon demand, promptly surrender any such information to University.

15. **Compliance with Law.**

- a. **General Requirements.** The Services, and the performance of the Services by Vendor, will comply with the terms and conditions of the Solicitation, this Agreement, the Purchase Order, any PO Change Order, all applicable federal, state, and local law, all of which are incorporated into this Agreement by this reference. This obligation extends to Vendor's agents and Subcontractors. Vendor's Subcontractors will be licensed in accordance with all applicable law, and Vendor will be responsible to: (i) procure all certificates of inspection; and (ii) to apply all charges and fees and to give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

- b. **Rules and Regulations.** At all times during the Term, Vendor will comply with all rules and regulations promulgated by the State from time to time applicable to Persons that contract with the State, the General Conditions of Purchase of University, and purchasing policies and procedures of the University of Rhode Island.

16. **Adequate Assurance of Future Performance.** University may require Vendor to provide University with adequate assurance that Vendor will perform its obligations in a timely fashion in accordance with this Agreement. In the event that University requests that Vendor provide adequate assurance, or a statement by Vendor that Vendor cannot or will not perform in a timely fashion in accordance with this Agreement, or any act of omission of Vendor which makes it, in University's judgment, improbable at the

time that Vendor will perform in accordance with this Agreement shall permit University to terminate the Agreement.

17. **Timeliness.** Time is of the essence of this Agreement. Vendor will perform the Services in such manner as to ensure their completion in accordance with the timetable set forth in any PO Change Order. University shall not be liable to Vendor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy against University for delays shall be the allowance of additional time for completion of the Services.
18. **Assignment.** This Agreement may not be assigned by Vendor without the prior consent of University. Any attempt to assign any rights, duties, or obligations which arise under this Agreement without such consent will be void.
19. **Indemnification.** Vendor shall defend, indemnify, and hold the State, the University and its governing board and council, Board of Education and Council on Postsecondary Education, harmless from and against any and all claims, demands, causes of action, losses, obligations, damages, judgments, liabilities, or other costs and expenses (including attorneys' fees) incurred by the State, and/or University, that, directly or indirectly, arise out of or result from: (i) Vendor's breach of any provision of this Agreement; or (ii) the acts or omissions of Vendor, its Subcontractors, and their employees or agents.
20. **Third-Party Beneficiary.** The State and the Council on Postsecondary Education are each disclosed third-party beneficiaries of this Agreement and shall have all of the rights and benefits to which such a party is entitled hereunder. No provision of this Agreement will in any way inure to the benefit of any other third person so as to constitute any such Person a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
21. **Notices.** All consents, approvals, authorizations, notices, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, or by electronic mail to the parties in care of the representatives and at the addresses listed in the Services Agreement. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided in this section shall be deemed to be the date of receipt of the notice, demand or request sent. By notice sent in the manner set forth herein, University and Vendor shall have the right from time to time and at any time during the Term to change their addresses for notices and each shall have the right to specify as its address for notices any other address within the United States of America.
22. **Relationship.** Nothing in this Agreement is intended to or shall constitute either party as an agent, legal representative, partner, joint venturer, franchisee, employee, or servant of the other for any purpose. Vendor is an independent contractor and responsible for all acts and omissions of its employees, agents, and Subcontractors. Contractor is solely responsible for withholding and paying any and all federal, state, and local taxes, social security payments, and any other taxes or payments which may be due incident to payments made by University for the Services. No act or order of University shall be deemed to be the exercise of supervision over, or control of performance of, Vendor hereunder.
23. **Further Assurances.** Vendor will do all acts and things and make, execute, and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.
24. **Validity.** In the event that this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and

shall, upon notice by either party, be deemed stricken from the Agreement without affecting in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

25. **Claims and Governing Law.** The provisions of this section shall govern all Claims. This Agreement has been entered into in the state of Rhode Island and all questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of this state, without reference to its choice of law provisions.
 - a. **Initial Decision.** An initial decision shall be required as a condition precedent to mediation and binding dispute resolution of any Claim arising prior to the date final payment is due. The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim and will take one or more of the following actions: (i) request additional supporting data from the claimant or a response with supporting data from the other party; (ii) reject the Claim in whole or in part; (iii) approve the Claim; (iv) suggest a compromise; or (v) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim, or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either: (i) provide a response on the requested supporting data; (ii) advise the Initial Decision Maker when the response or supporting data will be furnished; or (iii) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part. The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall: (i) be in writing; (ii) state the reasons therefor; and (iii) notify the parties of any change in the terms of this Agreement. The initial decision shall be final and binding unless either party pursues mediation pursuant to the provisions of the following subsection.
 - b. **Mediation.** University and Vendor shall use their best efforts to resolve any Claim not resolved by the provisions of the preceding subsection by mediation, as a condition precedent to binding dispute resolution. Either party may, within thirty (30) days from the date of an initial decision, apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other parties, with a request for the court to appoint a mediator, and the costs of the mediator and any filing fees shall be borne equally by all of the parties. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
 - c. **Arbitration.** Any Claim subject to, but not resolved by, mediation shall be subject to the method of binding dispute resolution determined in accordance with the provisions of the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 et seq., the "Public Works Arbitration Act," R.I. Gen. Laws §§ 37-16-1 et seq., the "Administrative Procedures Act," R.I. Gen. Laws §§ 45-35-1 et seq., and the State of Rhode Island Procurement Regulations. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration

by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The requirement to arbitrate shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

- d. Consolidation or Joinder. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party, provided that: (i) the arbitration agreement governing the other arbitration permits consolidation; (ii) the arbitrations to be consolidated substantially involve common questions of law or fact; and (iii) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any Claim not described in the written consent. University and Vendor grant to any person or entity made a party to an arbitration conducted under this Section 32(d) whether by joinder or consolidation, the same rights of joinder and consolidation as University and Vendor under this Agreement.
26. Waiver. No consent or waiver, express or implied, by University to or of any breach or default by Vendor of its obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default in the performance by Vendor of the same or any other obligations of Vendor hereunder. Failure on the part of University to declare Vendor in default, irrespective of how long such failure continues, shall not constitute a waiver by University of its rights hereunder. The giving of consent by University in any one instance shall not limit or waive the necessity to obtain University's consent in any future instance.
27. Successors and Assigns. This Agreement, and all of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of, and be binding upon, University and Vendor and their successors and assigns.

ATTACHMENT III

Requirements for Incoming Certificates to the University of Rhode Island For Vendors, Contractors

A. COMMERCIAL GENERAL LIABILITY

Bodily Injury and Property Damage

\$1,000,000 combined single limit per occurrence

\$2,000,000 general Aggregate

- To include property damage, personal/advertising injury and products/completed operations
- Policy must contain contractual liability coverage

B. COMPREHENSIVE AUTOMOBILE LIABILITY

Including Owned, Non-owned and hired vehicles

Bodily Injury and Property Damage

\$1,000,000 combined single limit per occurrence

C. WORKERS COMPENSATION

Rhode Island Statutory Limits or evidence of appropriate self-insurance

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease Each Employee

D. UMBRELLA/EXCESS LIABILITY

\$5,000,000 excess of primary per occurrence

\$5,000,000 excess of liability aggregate

E. PROFESSIONAL LEGAL LIABILITY

\$1,000,000 per claim

\$2,000,000 aggregate

G. All insurance carriers must be rated A or better by AM Best. All exclusions added by endorsement must be indicated. Thirty days' notice of cancellation is required on all policies. A certificate of insurance must be provided confirming the above applicable coverage. The University of RI, the State of Rhode Island and the RI Board of Education must be shown as Additional Insured on all liability policies and must apply to ongoing operations as well as products and completed operations. A description of the service provided and anticipated dates on campus must be shown on the certificate of insurance. All certificates must be sent to the University of Rhode Island Risk Management Office at 210 Flagg Rd, Kingston RI 02881, Fax: 401-874-9101 or email to cynthia_stanton@uri.edu. All exclusions added by endorsement must be indicated.