

THE UNIVERSITY OF RHODE ISLAND

Solicitation Information

DATE: 2/17/2021

RFP#: 100961

TITLE: PRIME BREAD VENDORS

SUBMISSION DEADLINE: 3/17/2021 @ 11:00 AM

**PRE-BID/ PROPOSAL CONFERENCE: NA
MANDATORY:**

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

DATE:

LOCATION:

Questions concerning this solicitation must be received by the URI Purchasing Department at URIPurchasing@uri.edu no later than 3/2/21 @ 12:00 PM. Questions should be submitted in a *Microsoft Word attachment*. Please reference the **RFP# 100961** 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: NA

PAYMENT AND PERFORMANCE BOND REQUIRED:

NAME OF BUYER, TITLE OF BUYER:

RYAN PINCINCE, Assistant Director of Purchasing
ryanpincince@uri.edu
401-874-5463

Note to Applicants:

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

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 to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University's sole option.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 - CERTIFICATIONS

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

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

THE VENDOR CERTIFIES THAT:

___1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

___2 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the URI Board of Trustees as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

___3 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

___4 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

___5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

___6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

___7 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<https://www.ridop.ri.gov/rules-regulations/>) and the Board of Governors Regulations on the URI Purchasing Website (<https://web.uri.edu/purchasing/files/BOGREG.pdf>) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

___8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

___9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

___10 I/we certify that the above information is correct and complete.

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

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

Vendor/Company Name; _____

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

Print Name and Title of Company official signing offer

SECTION 1: INTRODUCTION

The URI Board of Trustees/University of Rhode Island is soliciting proposals for a Prime Bread Vendor from qualified OFFERORS to provide bread products for the University of Rhode Island (URI) Dining Services 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 July 1, 2021 for one year. Contracts may be renewed for up to four (4) 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. 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” (<http://odeo.ri.gov/documents/odeo-eco-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eco-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

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, on behalf of its Student Affairs Division, University Dining Services Department (hereinafter referred to as “URI” or “the University”), is seeking bids from experienced and qualified vendors to supply the University with **Bread, Rolls, Traditional and Artisan bakery products.**

In soliciting bids, it is the University’s intent to establish a “Prime Vendor Contract” with the objectives of:

- Providing a consistent, high quality product
- Reducing shortages/outages
- Reducing inventory carrying costs
- Reducing administrative costs
- Improving services and efficiency
- Providing flexibility of menu items
- Containing food costs
- Participating in rebate programs
- Sustainability
- Consistency for nutritional information purposes

While the purpose of this RFP is to establish a Prime Vendor agreement in order to provide the University with a primary source of supply for regularly ordered bread products, the resulting agreement is not to be interpreted as an “exclusive” agreement with respect to all requirements for such products. A listing of specific exceptions would include, but not be limited to the following: **value added bakery items, specialty desserts**, convenience store items, and products required to be purchased from a specific source by a branded concept agreement. The University supports local vendors and reserves the right to purchase locally produced products that would include, but not be limited to items such as **donuts and artisan baked goods**. In addition, the University reserves the right to award a contract with a secondary vendor if it is determined that doing so would be in the University’s best interest.

URI is also committed to food safety. It will be required that the vendor help in our efforts to maintain food safety when it comes to recalls on products, delivery requirements, and any HACCP issues that may arise.

Allergen awareness is a high priority for URI. It will be the vendor's responsibility to provide nutritional data on all food items (i.e. Calorie and Nutrition labels to include total fat, saturated fat,

trans fat, cholesterol, sodium, total carbohydrates, fiber, sugar, and protein) and information on items containing the top 8 allergens.

This request for proposal is part of a competitive procurement process, which is intended to serve the best interests of the University. The award, if any, will be made to the Vendor whose proposal is determined to be the most advantageous to URI, taking into consideration the evaluation factors set forth in the request for proposal.

URI Dining provides meals to approximately 6,500 students participating in the University's meal plans, seven (7) days a week. Facilities include two (2) All-you-care-to-eat (AYCE) dining halls, two (2) Cafes, a food court with five (4) concepts, one (1) coffee bars, a pizza parlor, a food truck, a convenience store and full-service catering for the campus. During the school year, approximately 78,000 meals are served weekly for an annual total of approximately 2,500,000 meals.

Locations:

- Mainfare Dining Hall (Hope Commons)
- PizzaXpress (Hope Commons)
- Corner Store (Hope Commons)
- Butterfield Dining Hall
- Ram's Den, Food Court (Memorial Union)
- Brookside Bistro (opening spring semester 2020)
- Gertz Babes' Express
- Daily Grind
- Food Truck

It is anticipated (but not guaranteed) that the total products purchased from the Prime Vendor will be between **\$150,000-\$200,000** per year. Deliveries may be required Monday, Tuesday, Thursday, and Friday each week (Saturday upon request) when the University is in session and possibly less frequently when summer school is in session and between terms.

DEMOGRAPHICS

Total enrollment is approximately 18,000 students. There are approximately 2,200 full and part time faculty and staff.

INTRODUCTION

Scope: URI Dining is seeking proposals from qualified suppliers to provide some of the University's requirements for **Bread products.**

General:

Value: During fiscal year 2019-20 bread products purchases were approximately **\$180,000**. This information is provided for informational purposes only and should not be construed as a commitment by the University to purchase any specified quantities.

Term of Prime Vendor Agreement: The University of Rhode Island Purchasing Department, invites your response to provide bread items on a Prime vendor plus factor basis per the following attached terms, conditions & specifications for the period **July 1, 2021 to June 30, 2022**

Service Commencement: The service commencement date shall be negotiated for the earliest

date after the contract is awarded.

Terms and Conditions: The successful bidder, if any, will be required to negotiate and enter into a Prime Vendor Bread Program Agreement. The agreement template is provided as an attachment to the RFP document. The submission of a proposal shall evidence the bidder's willingness to agree to incorporate such terms and conditions into the Prime Vendor Bread Program Agreement.

Specifications: The specifications must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

Pricing will be indicated on Market Basket (APPENDIX C - BREAD MARKET BASKET).

Completed RFP's: Each Bidder must respond to, and be capable of supplying all services and products outlined in the RFP specification.

TERMS AND CONDITIONS

Sales Tax Exemption: The University of Rhode Island is exempt from Federal and state income, sales, and use taxes. The successful bidder will ensure that the University receives the benefit of its tax exemption where applicable to the purchases of supplies.

Pre-Award Presentations and Negotiations: As a part of the evaluation process, the University may require presentations or samplings from proposers. If a bidder is requested to make a presentation, the bidder will make the necessary arrangements and bear all costs associated with the presentation. Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms which can be submitted in response to this Request for Proposal.

CORI Checks: The Proposer shall conduct a criminal offender background record information (CORI) check for each employee who provides any services on the property of the University pursuant to this contract. The proposer warrants that any employee who provides any service on the property of the University will have a clean CORI check, i.e. showing no prior criminal history. The University retains the right for any reason to exclude any employee of the proposer from providing any service on the University property.

Federal, State and Local Taxes, Licenses and Permits: The successful Prime Vendor Food Program Supplier will comply with all laws and regulations on taxes, licenses, and permits.

Warranty: The proposer warrants that the goods and services supplied hereunder will be USDA Grade A and in compliance with all applicable federal and state laws and regulations, including, without limitation, Federal and state food codes and HACCP regulations.

Repairs to Property Damage: The successful bidder shall be responsible for the cost of repairs to

University property or facilities damaged during delivery service by the Prime Vendor Bakery agents or employees.

It is required that deliveries to any dining facility loading dock be made utilizing a maximum sized 28' truck. *No trailers are allowed with the exception of a "pup-style" trailer not to exceed 32' (not including the length of the tractor).*

Driving on sidewalks, unless otherwise posted, is forbidden. In those areas where sidewalk driving is permitted and required, drivers must employ adequate skills so as to avoid driving on adjacent green spaces.

Drivers are required to shut off engines while making deliveries to loading zones. Pallets will be picked up on request (as necessary).

Presentations: The University reserves the right, but is not obligated, to request and require that each proposer provide a formal presentation of its products at a date and time to be determined. No proposer will be entitled to be present during, or otherwise receive any information regarding the presentation of any other proposer.

Review of References: Each proposer is required to provide a customer list showing any educational institutions with which it has a Prime Vendor Program Agreement. Please include name, title, and telephone number of a contact person at each institution. The University reserves the right, but is not obligated, to contact and review the Prime Vendor Program of any institution that is listed by any proposer as a reference.

Supplier Representatives: The Proposer must identify the people it anticipates representing the Prime Vendor Bread Program Supplier in developing and implementing the Prime Vendor Bread Program Agreement. The University may conduct interviews with identified supplier representatives as a part of its evaluation process.

The award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Prime Vendor Bread Program Agreement. The University will be the sole judge of the suitability of the proposed Prime Vendor Bread Supplier's services and Program Agreement.

Proposal Qualification Data: If necessary to evaluate proposer qualification, the proposer may be requested to furnish information on the following items:

Financial resources.

Personnel resources.

Executives and key person resumes.

Ability to meet delivery and service schedules.

Ability to meet specifications quality requirements.

Requests for Clarification by the University: The University may request that any proposer clarify or supplement any information contained in any Prime Vendor Bread Program Agreement Proposal. Proposers are required to provide a written response within five (5) business days of receipt of any request for clarification by the University.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

Product Specifications: All foods provided by the Prime Vendor Bread Program Supplier will be made available to the University in packages and pursuant to specifications reasonably requested by the University. The proposal shall identify all foods sold or distributed by the Prime Vendor Bread Program Supplier, including all specifications fully describing the portion size, packaging, UPC codes and all related weights as well as nutritional information for use with the University's Net Nutrition program, dispensing capability in concentration (if applicable) of each food item. Products must conform to the manufacturer's use by date.

When a general packer is specified, the package and or case must have the manufacturer label and product number. (i.e., **UPC**, product number.)

The Vendor will endeavor to ensure that food packaging is kept minimal, that low impact environmental options are selected where possible, while protecting the freshness and quality of food, and that food packaging is composed of recycled material and is recyclable.

Food Safety: All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Hazard Analysis & Critical Control Points Act (HACCP). Immediate response on all product recalls must be made to the Office of the Director, within one hour of recall becoming public knowledge. Follow-up documentation must be submitted to the Director of Dining Services and Associate Administrator for Dining Operations within a 24-hour period.

Allergen Awareness: The University is committed to the safety and quality of life for students and staff with food allergies. As a growing public health issue, it is critical for the University to have policies, practices and resources in place to help keep individuals with food allergies safe. To prevent life-threatening allergic reactions, individuals with food allergies rely on accurate ingredient information that is quickly and easily accessible.

List of allergens identified by the University are as follows (9 listed):

- Milk
- Eggs
- Peanuts.
- Tree Nuts
- Wheat (gluten)
- Soy
- Fish
- Shell Fish
- Sesame

Allergen Expectations: The proposer should be prepared to provide the following information to the University.

1. *Ingredient lists upon request on-line or in an Excel spreadsheet if possible.*
2. *Allergy alerts for food recalls or mislabeled products that involve the FDA- defined top 9 food allergens issued by the FDA, the USDA or the manufacturer.*
3. *Implement and ensure a no substitutions policy.*
4. *Ingredient notices about upcoming changes in manufacturer products.*
5. *Work to ensure quality/accuracy of “allergen friendly” items*
6. *Implement a receiving policy (Vendor employees should be trained) on how to handle damaged items that contain one of the 9 main allergens identified above. (i.e. In transit a bag of flour opened and contaminated gluten free products)*
7. *Segregate allergen-free foods where applicable (i.e. keep separate on the receiving truck). Have a procedure on how to unload separate from other products.*
8. *Provide the University a list of food items manufactured on shared equipment or in a shared facility that produces items peanuts and/or tree nuts.*

Allergen Protection Laws: The University follows the Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282, Title II)
<http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Allergens/ucm106187.htm>

Net Nutrition: The University uses the Cbord Net Nutrition program to upload allergen traits, ingredients and recipes.
<https://fss.dining.uri.edu/NetNutrition/1>

Note; The University reserves the right to purchase or substitute inferior or cost prohibitive items from outside sources should costs be considered less.

Service Requirements:

Deliveries: Deliveries will be on Monday, Tuesday, Thursday, and Friday (during the academic school year) and Monday, Tuesday, Friday (during the summer), or as required, beginning no earlier than 6:00 a.m. and ending no later than 11:59 a.m. The truck length shall not exceed 28 feet or a pup-sized trailer not to exceed 32’ feet (excluding tractor). No minimum deliveries based on case count shall apply. The Vendor should state minimum aggregate invoice amount if applicable. The Vendor will comply with anti-idling regulations of the State of Rhode Island. The Vendor will work with the University to manage delivery scheduling to minimize transportation related greenhouse gas emissions.

Usage Reports: Usage reports, in a mutually agreeable format, tracking all purchases applicable to all available coupon, rebate or discount programs, including but not limited to NACUFS Star Awards, ValuePlus, PowerEd, HPSI, Provista, etc. must be sent electronically on a monthly and quarterly basis to the University and the above noted organizations.

Emergency Plan: The vendor must provide to the University a written emergency plan for shipping errors, shortages, weather-related emergencies and emergency deliveries. This plan should allow for same day delivery if emergency orders are called in before noon.

Account Sales Executive: The successful bidder must provide an account executive representative, on an “as needed” basis, who will be responsible for the following services:

- Providing product information regarding new items for the end user;
- Assisting the Purchasing Coordinator and Managers in resolving customer service requirements, product specifications or problems; sustainable food reporting; as well as cuttings for products to ensure quality and price.
- Be available via cell phone.
- Visiting the campus/dining areas on a weekly, or as-required basis to identify product or service concerns between the hours of 10 a.m. and 2 p.m., and available with a 24-hour notice;
- Coordinate new product introductions with brokers and manufacturers, if necessary;
- Detailing new product to end users and integrating those into the agreement;
- Devoting as much time necessary to effectively meet the needs of the University

Inside Sales: An inside sales person must be assigned to handle the University account. This person must be readily accessible by telephone and text messaging available during normal business hours (8 a.m. to 5 p.m.). The inside sales contact must have the ability to handle late add-on orders (3:00 p.m. for next day delivery). This person must be well versed in allergen awareness and able to help facility questions and concerns. The name and telephone number of the inside sales person must be supplied with the RFP.

Telephone Access: A toll-free telephone number must be available for order placement and customer service.

Delivery Shortages: Delivery shortages must be held to a minimum of 3%, with substitutes having to be approved by the department Nutritionist prior to delivery.

REFERENCES

Proposals should include three (3) institutions where your organization is currently providing the type of products you are proposing for URI. Please include name, title, and telephone number of a contact person at each institution in the following format.

NO BRAND SUBSTITUTE MARKET BASKET: It is the university's expectation that all products and brands specified in the market basket will be provided by the vendor. Vendors must complete the attached pages (APPENDIX B - BREAD MARKET BASKET) and indicate whether they can supply the specified product with a "Y" or "N" in **column three of the market basket.** **Vendors must be able to supply a minimum of 75% of requested Market basket items**

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

- 1. Demonstrated Experience-** Provide documentation to support and demonstrate the ability to provide the full range of food requirements A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.
- 2. Compliance-** Please provide a detailed documentation demonstrating compliance and an understanding with terms and conditions set forth in the RFP.

3. Please provide documentation to demonstrate the ability to assist and support sustainable initiatives and requirements on a college campus.
4. **Marketing Support and Sustainable Practices** – During the length of this contract, there is an expectation of marketing support for University events and programming. Please provide examples of the types of support we can expect.
5. **Demonstrated ability to support technology** – This section will demonstrate the ability to work with C-bord and the FSS program currently utilized by the University.

B. Cost Proposal

Prices quoted in response to this RFP will be based on your documented landed cost plus mark-up percentage (see section below). Your documented landed cost should be based on the actual cost to you including any volume discounts, refunds, rebates or other pricing benefits you receive from your suppliers. Please indicate if any deviated pricing or incentive rebate programs are available. The University would also like to see your pricing structure with no rebates or National GPO pricing. This structure would still show your landed invoice price, plus freight and the markup but would be the best price possible. During the term of the relationship, the University will expect any price increases to be those of your suppliers. During the term of the relationship, the University will expect any price increases to be consistent with those applied to other customers of comparable size and nature. Recommendations for a procedure to review requested increase in selling price should be addressed in your proposal.

Paid on purchases between:

Prime Vendor	Secondary Vendor	
\$ - \$	_____ % discounts	_____ %
\$ - \$	_____ %	_____ %
Exceeding \$	_____ %	_____ %

Prices quoted in response to this Request for Proposal may be adjusted up or down in an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity, as published by the United States Department of Labor. The University will expect any increases to be consistent with those applied to other customers of comparable size and nature. Recommendations for a procedure to review requested increase in selling price should be addressed in your technical proposal. The Director of Dining Services will be notified of price increases a minimum of fourteen (14) days prior to the effective date and the vendor will provide the University any and all documentation it may require to support the proposed price increases.

The University reserves the right to audit the awarded vendor’s books. Audits will be conducted at the Vendor’s location and shall take place within seven (7) days advance notice on various selected items sold to the University. The list of items to be audited will be provided to the Vendor in preparation for the on-site visit.

The successful bidder will be expected to supply all items as specified on the attached sheets.

Market Basket:

The products listed on the attached sheets (APPENDIX C - BREAD MARKET BASKET) are a representative sampling of the products purchased by the University for the period 7/1/18 through

6/30/19. This list is provided for informational purposes only and should not be construed as a commitment of future purchases. Please supply prices, effective January 1, 2021 through June 30, 2021 for Market Basket based on your landed cost plus the appropriate mark-up percentage as identified on APPENDIX C - BREAD MARKET BASKET.

These prices will be weighted according to usage and used as the price component of the evaluation process. Please complete the attached Market Basket sheets (APPENDIX C - BREAD MARKET BASKET) and staple a corresponding landed invoice for the product indicated.

Note: Vendors must supply a landed cost plus percentage mark-up figure for the entire product line available. No substitutions allowed.

Brands: When completing the market basket, respond to each category and bid on the brand names specified only.

The University reserves the right to test and add products as required.

Formula: The calculation of prices based on the documented supplier’s landed cost plus mark-up percentages will be consistent with the following formula:

Example – cost to supplier on 3/1/2020	\$10.00
Freight if any	\$.70
Landed cost	\$10.70
Cost plus markup – 10%(example only)	\$ 1.07

Price to University	\$11.77
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As the Prime Vendor or Secondary, the following percentage times the Vendor’s landed price as indicated above are submitted to calculate the final cost to URI.

	Prime Vendor	Secondary Vendor	
White Pullman sliced bread	_____ %	_____ %	

Please fill out the above on the Percentages tab on the Market basket (APPENDIX C - BREAD MARKET BASKET).

Special Orders: The proposer will provide a definition of a “special order”. Also, the supplier will provide a pre-list of special order items with the mark up percentages.

Specialty Items: The proposer will provide a list of specialty items and define what “specialty items” means to their organization.

Product Testing: The University reserves the right to perform product testing and to change product brands during the contract period.

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

Technical proposals must receive a minimum of 50 (83.3%) out of a maximum of 60 points to advance to the cost evaluation phase. Any technical proposals scoring less than 50 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 50 points or higher will have the cost proposals evaluated and assigned up to a maximum of 40 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
Demonstrated experience in providing the full range of product requirements	30 Points
Compliance with the terms and conditions as set forth in the RFP herein	20 Points
Demonstrated ability to support marketing and sustainability	10 Points
Total Possible Technical Points	60 Points
Cost proposal*	40 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:

$$(\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate}) \\ \times \text{Maximum ISBE participation points})$$

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 URIPurchasing@uri.edu no later than the time and date indicated on page 1 of this solicitation. Please reference the reference **RFP #100961** 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 twenty (20) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked "Technical Proposal - Original".
 - b. One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
 - c. Four (4) printed paper copies
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.
 - a. One (1) Electronic copy on a CD-R, marked "Cost Proposal -Original".
 - b. One (1) printed paper copy, marked "Cost Proposal -Original" and signed.
 - c. Four (1) printed paper copy

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.***

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 Market Basket sheets APPENDIX C - BREAD MARKET BASKET.
- 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 #100961**” to

MAIL TO:

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

COURIER:

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

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other University locations or which are otherwise not presented in the URI Purchasing Department by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the URI Purchasing Department will not be considered. The “official” time clock is 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.

The Board of Governor’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP and can be found at the following <https://web.uri.edu/purchasing/files/BOGREG.pdf>

**APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR
DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM**

A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

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

APPENDIX B - BREAD MARKET BASKET

For Technical Proposal

FY19

Ingredient lists for all items must be submitted with bid.

No nuts, no soy flour, no eggs, no milk unless designated.

Vendors must be able to supply at least 75% of items requested

		Usage Amount	Pack	Ability to provide
				Y/N
1	Bread, white pullman (20oz minimum)	4810	lvs	
2	Bread, raisin (16oz minimum)	653	lvs	
3	Texas style toast, 3/4" slice 13 slices/lv (16oz minimum)	877	lvs	
4	Whole wheat* English muffins, split (24oz/dz minimum)	605	pkg	
	*1st ingredient must be whole wheat			
5	Bread, Sicilian oval - unsliced and sliced (22oz minimum)	7166	lvs	
	NO SOY FLOUR			
	price per loaf unsliced			
	priced per loaf sliced			
6	Wheat Italian Sliced Bread (5/8"/18 slices)	153	lvs	
7	Italian Scala seeded bread	881	lvs	
8	Artisan Baguette, Pre-bagged, 16oz	1111	lvs	
9	Bread sticks, PLAIN (13.5oz per 8 minimum) 8/pkg	2633	pkg	
10	Bread sticks, GARLIC & HERB (13.5oz per 8 minimum) 8/pkg	770	pkg	

11	Bread sticks, 100% WHOLE WHEAT (13.5oz per 8 minimum) 8/pkg	90	pkg	
	1st ingredient must be whole wheat			
12	French stick bread, 22" long, (hearth baked with corn meal bottom, smooth top not razored) (11.75oz minimum)	1780	lbs	
13	Frankfurt strip rolls, sliced (18oz/dz minimum)	2030	dz	
14	Wiener rolls, 5-1/2" - 6" split on sides (18oz/dz minimum)	329	dz	
15	Hamburger rolls, sliced (19oz/dz minimum)	15306	dz	
16	Slider seeded or non seeded sliced 12pk (12.5oz/dz minimum)	496	pkg	
	MAY CONTAIN EGG			
17	Classic crusty dinner rolls 30/bag (15oz/dz minimum)	167	pkg	
18	Parbaked dinner rolls (15oz/dz minimum)	48	dz	
19	Parbaked whole wheat rolls (15oz/dz minimum)	11	dz	
	1st ingredient must be whole wheat			
20	English muffins, split (24oz/dz minimum)	1782	dz	
21	Torpedo rolls, 6/pkg, precut, 6" (28oz/dz minimum)	1770	pkg	
22	Torpedo rolls, 6/pkg, side split, precut, 6" (28oz/dz minimum)	318	pkg	
23	Torpedo rolls, 6/pkg, precut, 8" (36oz/dz minimum)	839	pkg	
24	Finger rolls, Vienna, 3-3-1/2 (12/pkg) (11oz per 12/pkg minimum)	110	dz	
	MAY CONTAIN EGG			
25	Onion rolls, 6/pkg, sliced (26oz/dz minimum)	224	pkg	

	MAY CONTAIN EGG/SOY/SEEDS			
26	Pan rolls, soft (14oz minimum)	160	dz	
	MAY CONTAIN EGG			
27	Small bulky rolls, unseeded sliced, 6/pkg (25oz/dz minimum)	6754	pkg	
	BROMIDE - Bakery facility must submit to third party inspections on behalf of			
	American Institute of Baking. Product must contain a shelf life extender			
	MUST NOT CONTAIN POTASSIUM			
28	Fresh Syrian bread, 7"-8" diameter white or whole wheat as requested by agency. 4/pkg	1661	dz	
29	Fresh bagels, Bagelz, Zeppy's, Elie Baking or equal 3 oz Bagels, - assortment: plain, raisin, onion, sesame seed, poppy seed, spinach, garlic, everything, cinnamon apple, pesto, blueberry, marble, whole wheat , any unnamed flavors available, as specified by agency. Delivery 7 days a week during school year, as requested by agency. Deliver fresh, not frozen. Pre-sliced when requested	144482	dz	
30	Deli whole wheat bulkie rolls (15oz/dz) 1st ingredient must be whole wheat	50	dz	
31	Snowflake rolls 1dz/pkg	1002	dz	
32	Freihofer's Country White 16 useable slices	4081	lvs	
33	Freihofer 100% whole wheat* 16 usable slices *1st ingredient must be whole wheat	5651	lvs	
34	Rye bread with seeds (16oz)	328	lvs	
35	Light wheat Freihofer Brand 19 usable slices	185	lvs	
36	Gold Medal premium 12 grain bread 14 slices (24oz)	1216	lvs	

MUST NOT CONTAIN NUTS			
37	Dark Vienna rye bread 9/16" slice (25oz) 16 usable slices	341	lvs
38	Marble Vienna rye bread 9/16" slice (25oz) 16 usable slices	571	lvs
39	Light Vienna seeded rye bread 9/16" slice (25oz) 16 usable slices	183	lvs
	-	-	-
40	Panini Sourdough 3/4" slice, 17 usable slices	417	lvs
41	Calise # 7205 New England Lobster Rolls 6/pg or equal	133	pkg
42	3/4 Sliced Challah Bread 6 lvs/cs or equal	346	cs
43	Assorted fancy doughnuts and crullers 1.75 oz ea.	367	dz

Fancy doughnuts to include Bavarian Cream filled, jelly filled, lemon filled, apple filled, assorted crullers, (plain, cinnamon, glazed, powdered, or coconut). Doughnuts to be Honey-dipped, powdered sugar, chocolate frosted, all chocolate, coconut (plain or toasted) 30 oz. dz.

APPENDIX C - BREAD MARKET BASKET

For Cost Proposal

FY19

Ingredient lists for all items must be submitted with bid.

No nuts, no soy flour, no eggs, no milk unless designated.

Vendors must be able to supply at least 75% of items requested

		Usage Amount	Pack	% Mark up	Final Cost
1	Bread, white pullman (20oz minimum)	4810	lvs		
2	Bread, raisin (16oz minimum)	653	lvs		
3	Texas style toast, 3/4" slice 13 slices/lv (16oz minimum)	877	lvs		
4	Whole wheat* English muffins, split (24oz/dz minimum)	605	pkg		
	*1st ingredient must be whole wheat				
5	Bread, Sicilian oval - unsliced and sliced (22oz minimum)	7166	lvs		
	NO SOY FLOUR				
	price per loaf unsliced				
	priced per loaf sliced				
6	Wheat Italian Sliced Bread (5/8"/18 slices)	153	lvs		
7	Italian Scala seeded bread	881	lvs		
8	Artisan Baguette, Pre-bagged, 16oz	1111	lvs		
9	Bread sticks, PLAIN (13.5oz per 8 minimum) 8/pkg	2633	pkg		
10	Bread sticks, GARLIC & HERB (13.5oz per 8 minimum) 8/pkg	770	pkg		
11	Bread sticks, 100% WHOLE WHEAT (13.5oz per 8 minimum) 8/pkg	90	pkg		
	1st ingredient must be whole wheat				

12	French stick bread, 22" long, (hearth baked with corn meal bottom, smooth top not razored) (11.75oz minimum)	1780	lvs		
13	Frankfurt strip rolls, sliced (18oz/dz minimum)	2030	dz		
14	Wiener rolls, 5-1/2" - 6" split on sides (18oz/dz minimum)	329	dz		
15	Hamburger rolls, sliced (19oz/dz minimum)	15306	dz		
16	Slider seeded or non seeded sliced 12pk (12.5oz/dz minimum) MAY CONTAIN EGG	496	pkg		
17	Classic crusty dinner rolls 30/bag (15oz/dz minimum)	167	pkg		
18	Parbaked dinner rolls (15oz/dz minimum)	48	dz		
19	Parbaked whole wheat rolls (15oz/dz minimum) 1st ingredient must be whole wheat	11	dz		
20	English muffins, split (24oz/dz minimum)	1782	dz		
21	Torpedo rolls, 6/pkg, precut, 6" (28oz/dz minimum)	1770	pkg		
22	Torpedo rolls, 6/pkg, side split, precut, 6" (28oz/dz minimum)	318	pkg		
23	Torpedo rolls, 6/pkg, precut, 8" (36oz/dz minimum)	839	pkg		
24	Finger rolls, Vienna, 3-3-1/2 (12/pkg) (11oz per 12/pkg minimum) MAY CONTAIN EGG	110	dz		
25	Onion rolls, 6/pkg, sliced (26oz/dz minimum) MAY CONTAIN EGG/SOY/SEEDS	224	pkg		
26	Pan rolls, soft (14oz minimum) MAY CONTAIN EGG	160	dz		

27	Small bulky rolls, unseeded sliced, 6/pkg (25oz/dz minimum)	6754	pkg	
	BROMIDE - Bakery facility must submit to third party inspections on behalf of			
	American Institute of Baking. Product must contain a shelf life extender			
	MUST NOT CONTAIN POTASSIUM			
28	Fresh Syrian bread, 7"-8" diameter white or whole wheat as requested by	1661	dz	
	agency. 4/pkg			
29	Fresh bagels, Bagelz, Zeppy's, Elie Baking or equal 3 oz Bagels, -	144482	dz	
	assortment: plain, raisin, onion, sesame seed, poppy seed, spinach, garlic, everything,			
	cinnamon apple, pesto, blueberry, marble, whole wheat , any unnamed flavors available,			
	as specified by agency. Delivery 7 days a week during school year, as requested			
	by agency. Deliver fresh, not frozen. Pre-sliced when requested			
30	Deli whole wheat bulkie rolls (15oz/dz)	50	dz	
	1st ingredient must be whole wheat			
31	Snowflake rolls 1dz/pkg	1002	dz	
32	Freihofer's Country White 16 useable slices	4081	lvs	
33	Freihofer 100% whole wheat* 16 usable slices	5651	lvs	
	*1st ingredient must be whole wheat			
34	Rye bread with seeds (16oz)	328	lvs	
35	Light wheat Freihofer Brand 19 usable slices	185	lvs	
36	Gold Medal premium 12 grain bread 14 slices (24oz)	1216	lvs	
	MUST NOT CONTAIN NUTS			
37	Dark Vienna rye bread 9/16" slice (25oz) 16 usable slices	341	lvs	

38	Marble Vienna rye bread 9/16" slice (25oz) 16 usable slices	571	lvs	
39	Light Vienna seeded rye bread 9/16" slice (25oz) 16 usable slices	183	lvs	
	-	-	-	
40	Panini Sourdough 3/4" slice, 17 usable slices	417	lvs	
41	Calise # 7205 New England Lobster Rolls 6/pg or equal	133	pkg	
42	3/4 Sliced Challah Bread 6 lvs/cs or equal	346	cs	
43	Assorted fancy doughnuts and crullers 1.75 oz ea.	367	dz	

Fancy doughnuts to include Bavarian Cream filled, jelly filled, lemon filled, apple filled, assorted crullers, (plain, cinnamon, glazed, powdered, or coconut). Doughnuts to be Honey-dipped, powdered sugar, chocolate frosted, all chocolate, coconut (plain or toasted) 30 oz. dz.

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 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 the 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 the 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 the 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 the 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 the 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 the 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 period during which this Agreement shall be performed and be in effect, as described in the University Purchase Order and/or in the schedule portion of the Description of Work, Schedule and Compensation attached as Attachment I to this Agreement.

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, the 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 the 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 the University. All personnel employed or engaged by Vendor shall possess the necessary licenses and skills for performance under this Agreement, and the University may require demonstration of such licenses and skills according to certification or qualification tests administered or approved by the University. Use of outside personnel will be with the prior consent of and under conditions acceptable to the University. Vendor will at all times enforce proper discipline and good order among the personnel under its control or supervision. The 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 the University to be intemperate, incompetent, disruptive, or otherwise undesirable, in the discretion of the University, to be removed from performance under this Agreement immediately upon the request of the University and replaced by Vendor without charge to the University.

b. **Subcontractors.** Vendor will not subcontract or delegate any portion of the Services without the prior consent of the 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. The 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 the University. Such agreement shall preserve and protect the rights of the 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 the University are set forth in the Services Agreement.

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

9. **Audit.** The 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 the University. The University's right of examination shall extend to any subcontract, and Vendor will include such provision in each such

subcontract. The 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 the University to provide verification and reasonable assurance of full and timely performance, as set forth in this Agreement.

b. **Inspection.** The 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. The 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, the 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, the 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, the University, at its option, may: (i) perform the Services and charge to Vendor any cost incurred by the 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 the 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 the University covering the Services hereunder. Records of all inspection and testing shall be kept complete and available to the University during the performance of this Agreement or required by law.

11. **Changes in the Scope of Services.** The 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 the 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 the 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 the 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 the 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 the 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 owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
 - ii. **Ownership.** Vendor and Vendor's Subcontractors shall be deemed the authors and Owners 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 the 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 the University in their original operative, editable, electronic form in order to allow the integration of the data into the facilities management database of the University. The license granted under this section permits the University to authorize the contractors, subcontractors, subsubcontractors, and material or equipment suppliers, as well as the Vendors and separate contractors of the 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 the 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 the University uses the instruments of service without retaining, directly or indirectly, the author of the instruments of service, The 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 the 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 the 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 the University the ownership of copyright in these materials, and the 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.** The 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 the 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 the University, Vendor shall receive such knowledge and information in confidence and shall not, except as approved by the 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 the University. Vendor shall, upon demand, promptly surrender any such information to the 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 the University, and purchasing policies and procedures of the University of Rhode Island.

16. **Adequate Assurance of Future Performance.** The University may require Vendor to provide the University with adequate assurance that Vendor will perform its obligations in a timely fashion in accordance with this Agreement. In the event that the 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 the University's judgment, improbable at the time that Vendor will perform in accordance with this Agreement shall permit the 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. The 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 the 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 the 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 harmless the State, the University, and its governing board (the University of Rhode Island Board of Trustees), and well as their respective members, employees agents and contractors (collectively "Indemnitees") 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 Indemnitees 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, the University, and the University of Rhode Island Board of Trustees 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, the 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 the University for the Services. No act or order of the 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.** The 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. The 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 the University and Vendor under this Agreement.
26. Waiver. No consent or waiver, express or implied, by the 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 the University to declare Vendor in default, irrespective of how long such failure continues, shall not constitute a waiver by the University of its rights hereunder. The giving of consent by the University in any one instance shall not limit or waive the necessity to obtain the 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, the University and Vendor and their successors and assigns.