

THE UNIVERSITY OF RHODE ISLAND

Solicitation Information

DATE: 3/31/21

RFP# 100985

TITLE: RFP RETAIL COFFEE PRODUCTS

Submission Deadline: 4/28/21 2:00 PM (Eastern Time)

**PRE-BID/ PROPOSAL CONFERENCE: NO
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 **4/9/21 12:00 PM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: NO

RYAN PINCINCE, ASSISTANT DIRECTOR/rlc

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 2 - DISCLOSURES

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

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

____1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If Yes, then provide details below.

____2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If Yes, then provide details below.

____ 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If Yes, then provide details below.

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

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

SECTION 3 - OWNERSHIP DISCLOSURE
Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

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

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

[illegible]

SECTION 4 - CERTIFICATIONS

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

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

THE VENDOR CERTIFIES THAT:

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

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

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

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

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

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

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

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

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

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

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

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

Vendor/Company Name; _____

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

Print Name and Title of Company official signing offer

SECTION 1: INTRODUCTION

The URI Board of Trustees/University of Rhode Island is soliciting proposals for a Premium Coffee Vendor from qualified OFFERORS to provide retail coffee products, services and support 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 two years. 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-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>) and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

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

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

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

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

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 Coffee, teas, specialty beverages, service, equipment and potentially coffee shop related foods.

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
- Branded cups and allied products
- Reducing administrative costs
- Improving services and efficiency through training
- Providing flexibility of menu items
- Containing food costs
- Marketing
- Sustainability (e.g. Fair Trade and Rainforest Alliance)
- Quality Control

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 coffee 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 coffee options, 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 bakery items. 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 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 and beverages 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:

- PizzaXpress (Hope Commons)

Current Coffee Equipment: None

- Corner Store (Hope Commons)

Current Coffee Equipment: None

Possible opportunity for automated drip machine or keg cold brew

- Brookside Bistro (Brookside Towers)

**Current Coffee Equipment: 1 Curtis twin pot brewer D1000GT & airpots
1 Bunn Nitron cold draft 2 head system**

- Gertz Babes' Express (Engineering Quad)

**Current Coffee Equipment: 1 Curtis twin pot brewer D1000GT & airpots
1 Bunn Nitron cold draft 2 head system
1 Verismo 701 espresso machine (we own)**

- Daily Grind (Library)

**Current Coffee Equipment: 1 Curtis twin pot brewer D1000GT & airpots
1 Bunn Nitron cold draft 2 head system
1 Verismo 701 espresso machine (we own)**

- Ryan Center kitchenettes 2

Current Coffee Equipment: 2 Curtis twin pot brewer D1000GT & airpots

- Catering Kitchen (FDC)

Current Coffee Equipment: Curtis Omega OMGT twin 208V brewer & caddies

Deliveries may be required Monday, Tuesday, Wednesday, Thursday, and/or Friday each week when the University is in session and Likely less frequently when summer school is in session and between terms.

DEMOGRAPHICS

Total enrollment is approximately 18,000 students. There are approximately 2200 full and part time faculty and staff.

INTRODUCTION

Scope: URI Dining is seeking proposals from qualified suppliers to provide all of the University's requirements for retail Coffee products, equipment, and services.

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General:

Value: During fiscal year 2018-19 coffee products purchases were approximately:

Ground Drip Coffee

2142 pounds in 2018-19

Espresso Beans

245 pounds in 2018-19

RTD Cold Brew Coffee

465 gallons (3:1 ratio) 2018-19

Chai concentrate

144 quarts (3:1 ratio)

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 Coffee service, equipment, and service on a Prime vendor plus factor basis per the following attached terms, conditions & specifications for the period **July 1, 2021 to June 30, 2023**

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 Retail Coffee Vendor 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 Retail Coffee Vendor 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.

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 Retail Coffee Vendor 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 Retail Coffee Vendor 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 Coffee 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 Coffee Vendor Program of any institution that is listed by any proposer as a reference.

The award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Prime Retail Coffee Vendor Program Agreement. The University will be the sole judge of the suitability of the proposed Prime Retail Coffee Vendor 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 Retail Coffee Vendor 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 products provided by the Prime Retail Coffee Vendor 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 products sold or distributed by the Prime Retail Coffee Vendor 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.

The Vendor will endeavor to ensure that 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 food 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
- ShellFish
- 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 may be on Monday, Tuesday, Wednesday, 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 the 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.

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 have 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.

SECTION 4: PROPOSAL

Form and Content of Response

Responses must follow the following format:

01. Title page.
02. Table of contents, including section and page numbers.
03. Executive summary, maximum 2 pages.
04. Corporate information: provide a corporate profile, including years in business.
05. Financial information.
06. References at similar institutions: Cite experience with higher education institutions similar to URI, describing solutions deployed and providing contact information for references at 2-3 of those institutions.
07. Unit Proposals:
 - a. Include a description of the program proposal for each unit including equipment.
 - b. Describe detailed physical requirements of URI to implement the proposed program.
 - c. Include a detailed description on how vendor will ensure continuity of service.
 - d. Describe how vendor would communicate with URI regarding changes in product, pack size, recipes, etc.
 - e. Include vendor plan for campus implementation.
08. Training: specifically describe availability and scope of training.
09. Support and maintenance:
 - a. Ongoing support and maintenance service options, with pricing (please include details such as service definition and response times).

- b. Describe your system upgrade approach, frequency and cost.
- c. Describe the process for completing installation, including time needed for completion.

10. Marketing:

- a. Describe communication and marketing strategies for campus implementation and promotion of products including featured beverages.
- b. Provide sample marketing materials to help promote use of the product by the campus community.
- c. Provide sample marketing materials specifically focused on promoting sustainability and telling the sustainable sourcing story of your product.
- d. Describe any quarterly or annual marketing or promotional allowances and how they work, specifically focusing on dollar amount, periods of usage, usage options, and process for claims.

11. Vendor/University Day-to-Day Relationship:

- a. Describe the process for ordering product
- b. Provide screenshots showing the ordering interface and/or provide a link to an ordering interface platform with test login information.
- c. Describe your sales and support model. Would the University of Rhode Island have a dedicated sales rep and/or internal service rep? Provide information related to this program.
- d. Describe the proposed delivery schedule for campus orders, factoring in delivery to each individual venue.
- e. Invoicing: describe the process by which invoices will be sent to URI (left with deliveries, emailed, mailed, etc.)
- f. Invoicing: list any delivery fees or surcharges that might be incurred by URI
- g. Invoicing: list any order minimums that exists, along with any less-than-minimum fees
- h. Invoicing: list standard payment terms and any early- or prompt-pay discounts that exist
- i. Invoicing: list any volume discounts that are available or incentive rebates that exist
- j. Enclose sample invoice.

12. Sustainability Summary:

- a. Provide summary information relating to the sustainability practices of your company, not to exceed one page.

13. Brand Recognition and Quality:

- a. Provide any market data or other information regarding customer or public awareness of your brand.
- b. Provide any market data or other information regarding perceived or actual quality of your products

14. Sample contract:

- a. Please include, as an example, a standard contract from your company.

15. Sample Statement of Work:

- a. Provide, as an example, and SOW for a project of this type, with schedule and responsibilities.

16. Demonstration:

- a. Describe vendor capabilities for demonstrating product, including hands-on demonstration upon request.

17. Additional supporting information:

- a. Provide additional information as appropriate.

A. **Technical Proposal**

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

1. Functionality, Service and Support

- a. Ability to meet functional requirements.
- b. Simplicity and ease of use of equipment (if necessary and applicable) and specialty beverage recipes.
- c. Vendor reliability.
- d. Include list of available products (coffee, flavoring syrups, sauces and tea bags).
- e. Consistent invoicing.
- f. Ability to run reports and metrics.
- g. Distribution for products.

2. Customer Service Capabilities

- a. Ease of process for ordering
- b. Ordering interface

- c. Presence of dedicated sales and support rep(s)
- d. Delivery schedule and methods
- e. Invoicing – fees, minimums, discounts, rebates (include sample invoice)
- f. Effective communication with W&L regarding changes in product, pack size, recipes, etc.

3. Storytelling – Sustainability and More

- a. Adherence to industry best practices.
 - b. Be able to tell the story of your product.
- i. Where product is coming from?
 - ii. Who grows the product?
 - iii. How purchasing impacts the community it is from?
- c. Provide marketing materials that tell this story to the W&L community.
 - d. Provide funding and/or marketing/promotional allowances to promote coffee sales on campus.
 - e. Provide resources to promote featured and specialty beverages.

4. Brand Recognition and Quality

- a. Will the presence of your brand on campus be viewed as a positive, viewed as a negative, or be a non-factor to W&L customers?
- b. Does the perception of the quality of products provided meet or exceed the expectations of our customers?

5. Vendor Implementation and Maintenance

- a. Vendor implementation plan and schedule.
- b. Provide a detailed description of operations and equipment training.
- c. Vendor support during implementation.
- d. Vendor service and preventative maintenance.

6. Vendor History and Past Performance

- a. Company overview.
- b. References.

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.

Cost of the following:

- Ground coffee
- Whole bean coffee
- RTD or concentrate cold brew per gallon
- Any specialty add-ins
- Any value added sweet or savory bakery or deli items
- Additional costs for preventative maintenance and/or service calls if applicable

Paid on purchases between:

Prime 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.

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

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 |
| <hr/> Price to University | \$11.77 |

As the Prime Retail Vendor, the following percentage times the Vendor’s landed price as indicated above are submitted to calculate the final cost to URI.

Prime Vendor _____%

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

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

The University of Rhode Island reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as

specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

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

| Criteria | Possible Points |
|---|-------------------|
| Functionality, Service and Support | 20 Points |
| Customer Service Capabilities | 20 Points |
| Storytelling – Sustainability and More | 10 Points |
| Brand Recognition and Quality | 10 Points |
| Vendor Implementation and Maintenance | 5 Points |
| Vendor History and Past Performance | 5 Points |
| Total Possible Technical Points | 70 Points |
| Cost proposal* | 30 Points |
| Total Possible Evaluation Points | 100 Points |
| ISBE Participation** | 6 Bonus Points |
| Total Possible Points | 106 Points |

*** Cost Proposal Evaluation:**

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

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

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

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

****ISBE Participation Evaluation:**

A. Calculation of ISBE Participation Rate

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

B. Points for ISBE Participation Rate:

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

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

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

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in the proposal.




SECTION 6: QUESTIONS

Questions concerning this solicitation may be e-mailed to the University of Rhode Island Purchasing Department at URIPurchasing@uri.edu no later than the time and date indicated on page 1 of this solicitation. Please reference the reference **RFP # 100985** 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. One (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 formatting provided on the provided template.
- d. Printed copies are to be only bound with removable binder clips.

SECTION 8: PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the University of Rhode Island Purchasing Department, shall not be accepted.

Responses should be mailed or hand-delivered in a sealed envelope marked “RFP # 100985 |
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.

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