

THE
UNIVERSITY
OF RHODE ISLAND

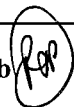
DIVISION OF
ADMINISTRATION
AND FINANCE

THINK BIG  WE DO™

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



BID/PROPOSAL

COMMODITY: PRIME FOOD VENDOR DATE: 10/9/2019
FORMAL BID NO. _____ PUBLIC BID NO. _____ RFP NO. 100829
BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 11/6/2019 TIME: 2:00 PM
Eastern Time
BUYER: RYAN PINCINCE/kb  SURETY REQUIRED: YES: _____ NO: X
PRE-BID/PROPOSAL CONFERENCE: DATE: 10/23/2019 TIME: 11:00 AM
MANDATORY: YES: X NO: _____
LOCATION: Purchasing Conference Room
10 Tootell Rd, Kingston, RI 02881

Questions concerning this solicitation must be received by the URI Purchasing Department at URIPurchasing@uri.edu no later than DATE: 10/25/2019 TIME: 12:00 PM Please reference the Bid/RFP No. on all correspondence. Questions received, if any, will be posted on the internet as an addendum to this solicitation at the conclusion of the question period. It is the responsibility of all interested parties to download this information. For Bid Solicitation Information visit: <http://web.uri.edu/purchasing/bid-information/>

BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.
FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.

COMPANY NAME: _____ FEIN: _____
STREET AND NUMBER: _____
CITY, STATE & ZIP CODE: _____

No offer will be considered that is not accompanied by the attached University of Rhode Island Bidder Certification Form/Contract Offer completed and signed by the offeror.

Print Name and Title

Telephone Number/Facsimile Number

Signature

Date

E-mail address

THIS BID WILL NOT BE HONORED UNLESS SIGNED

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.

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.

Bids 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 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/RFP 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. When the result of an internet solicitation is unsuccessful, the University of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

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 or appearing in person at the University of Rhode Island Purchasing Office Mondays through Fridays between 8:30 am – 3:30 pm. 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 BOARD OF GOVERNORS FOR HIGHER EDUCATION 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, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: www.ribghe.org/procurementregs113006.pdf and www.purchasing.ri.gov.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.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 <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

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

Indicate Yes (Y) or No (N):

___1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, 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 so, 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 so, then provide details below.

___4 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.

___5 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 Board of Governors for Higher Education 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 8.2.1.1.2 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.

___6 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.

___7 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.

___8 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.

___9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

___10 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 (<http://www.purchasing.ri.gov>) and the Board of Governors Website (www.ribghe.org/procurementregs113006.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.

___11 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.

___12 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: _____

___13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 – 11 and 13 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, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

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 Telephone Number _____

SECTION 1: INTRODUCTION

The Rhode Island Council on Postsecondary Education/University of Rhode Island is soliciting proposals for a Primary Broadline Food Service Vendor from qualified OFFERORS to provide sales and delivery of product 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 6, 2020 but no later than August 1, 2020 for two (2) years. Contracts may be renewed for up to five (5) additional 12-month periods based on vendor performance and the availability of funds.

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

Instructions and Notifications to Offerors

1. Potential offerors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content shall be borne by the vendor. The University assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the University of Rhode Island Purchasing Director.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor’s proposal, and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the University of Rhode Island Purchasing Department for consideration in response to this RFP may be considered to be

public records, as defined in R. I. Gen. Laws § 38-2-1, *et seq.*, and may be released for inspection upon request, once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the University of Rhode Island Purchasing Department may release records marked confidential by a vendor upon a public records request if the University determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

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

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

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

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

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

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

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

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

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
MEAT, DAIRY, PRODUCE, GROCERY BEVERAGE AND PAPER PRODUCTS
PRIME VENDOR

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 grocery, refrigerated, and frozen 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
- 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 food, 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: fresh bread, bagels, milk, yogurt, ice cream, convenience store items, and products required to be purchased from a specific source by a branded concept agreement (i.e. Minh or Freshens). 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 honey and maple syrup. 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. The Prime Vendor must demonstrate the ability to monitor and report monthly on sustainable food purchases and to seek suppliers with a commitment to enhancing food system sustainability.

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 work with our Nutritionists along with the Chef Managers to ensure that all the products adhere to correct labeling and allergen coding. Vendors must 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).

URI is committed to its staff. It will be required for the vendor to help train our staff on site and off site per the calendar that works best for URI staff members. Training is essential to staff encouragement and empowerment. This should be a year over year program.

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) AYCTE dining halls, two (2) Cafes, a food court with five (5) concepts, two (2) coffee bars, a food truck, a c-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)
- Rhody Market (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 \$4.5 and \$6 million per year. Deliveries may be required Monday, Tuesday, Wednesday, 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 2200 full and part-time faculty and staff.

INTRODUCTION

Scope: URI Dining is seeking proposals from qualified suppliers to provide some or all of the University's requirements for meat (fresh and frozen), dairy (cheese), produce (frozen), paper products (specialty, biodegradable and compostable) and grocery (dried, frozen and canned) items. Excluded from the bid are milk products, ground or whole bean coffee, fresh produce, fresh bread and any other items that are purchased through a previously existing RFP.

General:

Value: During fiscal year 2018-19 meats, dairy, produce, grocery, bakery, beverage and paper products purchases were approximately \$4 million. This information is provided for informational purposes only and should not be construed as a commitment by the University to purchase any specified quantities.

Commodity Breakdown:

Meat	- \$2,000,000
Grocery	- \$1,100,000
Dairy	- \$450,000
Bakery	- \$300,000
Paper Products	- \$200,000

Term of Prime Vendor Agreement: The University of Rhode Island Purchasing Department, invites your response to provide grocery, refrigerated and frozen food items on a Prime vendor plus factor basis per the following attached terms, conditions & specifications for the period **July 6, 2020, but no later than August 1, 2020, through June 30, 2022 with the option to extend for five (5) additional one (1) year periods.**

Service Commencement: The service commencement date shall be negotiated for the earliest date after the contract is awarded, but in no event later than August 1, 2020.

Terms and Conditions: The successful bidder, if any, will be required to negotiate and enter into a Prime Vendor Food 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 Food 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.

Site Visit: A mandatory site visit will be held as stated below. The purpose of the conference is to provide an opportunity for questions and answers for clarifying terms, conditions or specifications of the Request for Proposal and a walking tour of a selected number of locations after the conference.

Date/Time: *October 23, 2019 at 11:00am to 1:00pm*

Location: 10 Tootell Rd., Kingston, RI 02881 - Purchasing Conference Room

Completed RFP's: Each Bidder must respond to, and be capable of supplying all services and equipment 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 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 Food 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.

Presentations: The University reserves the right, but is not obligated, to request and require that each proposer provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. 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 Food 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 Food 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 Food Program Supplier in developing and implementing the Prime Vendor Food 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 Food Program Agreement. The University will be the sole judge of the suitability of the proposed Prime Vendor Food Supplier's services and Prime Vendor Food 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 Food 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.

CBORD: (This will be explained at the pre-conference meeting) The Prime Vendor Food supplier shall pay all costs associated with the CBORD Food Service Suite that involves the electronic data interface (EDI) between the University and the Prime Vendor's electronic purchasing module. Clarification of associated cost can be determined by contacting Karen Nocera, Integration Services Manager 1-844-GO-CBORD or 1-607-257-2410 or email at kyn@cbord.com

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

Product Specifications: All foods provided by the Prime Vendor Food 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 Food 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., Heinz/ketchup product number/Flavor Pack/green beans 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 Executive Chef 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 (8 listed):

- Milk
- Eggs
- Peanuts
- Tree Nuts
- Wheat (gluten)
- Soy
- Fish
- ShellFish

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

1. *Ingredients lists upon request on on-line access for all food listed.*
2. *Allergy alerts for food recalls or mislabeled products that involve the FDA- defined top 8 food allergens issued by the FDA, the USDA or the manufacturer.*
3. *Implement 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 8 main allergens identified above. (i.e. In transit a bag of flour opened and contaminated gluten free products)*
7. *Segregate allergen-free foods (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 produce 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>

Sustainability: The University seeks a Prime Vendor that strives to increase sustainable food options for the University. URI prefers the Prime Vendor to make purchasing and operations choices that support local economies, especially purchasing from farms and producers within 250 miles of the University. Additionally, the Prime Vendor shall supply, where Dining Services deems fiscally feasible, food that is certified organically grown, using practices that protect natural habitat, conserve energy, and protect the health of the soils. This includes supplying meats that are humanely raised, and seafood that is sustainably caught or raised. (*See Attachment A*)

The University reports and tracks its sustainable food purchasing. URI prefers the Prime Vendor to provide full traceability on food products from point of origin and throughout the processing/distribution chain. Monthly reporting will indicate if products do or do not qualify as

local and community based, fair, ecologically sound and humane. URI defines Local as within 250 miles of the University. This monthly reporting shall be provided to the Associate Director for Dining Operations electronically.

Vendors must provide food sustainability related data on products, where applicable – indicated as organic, fair trade, local (produced/harvested within 250 miles of Kingston RI), or other factors as required. An indication of whether the compliance is assessed/ verified by the first party (self-certification), a second party claim by industry association or a third party certification is required. This data shall be provided no less often than quarterly and reviewed with Associate Director for Dining Operations, in an electronic version, preferably Google.

Company environmental or sustainability policy: The Vendor must provide their written statement of environmental or sustainability policy and a description of their approach to evaluating and selecting food options

Student Support: The Proposer should support an on-campus sustainable presentation for students. This will highlight sustainable and real food products. The University is requesting a presentation be done at least once during the year, e.g. beginning of Fall Semester to kick off the school year (September), National Food Day (October) and Earth Day (April).

Training: The University employees are dedicated to preparing and serving healthy, nutritious, flavorful meals. We are committed to buying local, fresh food whenever possible. The Vendor should be prepared to provide the following to The University.

Customer Service: The Proposer should be able to offer new resources and opportunities to take the customer experience to an even higher level. Support an expanding role in helping URI not only in the back of the house, as well as the front of the house to help enhance the customer experience.

Cultural Cooking: The Proposer will be asked to help promote vegan and ethnic cooking by hosting operator workshops, providing expert menu analysis and consultation to the University. Also be inclusive of serving as a media resource, helping develop new products and launching new products to enhance our program.

Test Kitchen Training: The Vendor agrees to a minimum of 1 test kitchen training sessions per year at vendor location as well as 2 on site Chef Demonstrations during the Fall and Spring Semesters (times are not limited to but could occur – before Thanksgiving recess, Mid-Term recess (Late January)).

The Vendor may be asked to host a Food Show event for the students and staff highlighting new and innovative products.

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, Wednesday, Thursday, and Friday (during the academic school year) and Monday, Wednesday, 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.

The University's recent experience as to the breakdown of food items is as follows:

	Percentage of Volume
1. Meat (fresh and frozen)	54 %
2. Produce (frozen)	5 %
3. Grocery (frozen, dry, and canned)	22 %
4. Dairy (excluding milk)	9 %
5. Bakery	6 %
6. Paper Products	5 %

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, ConAgra, Tyson, 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. In the event of a prolonged emergency situation, the Vendor might be called on to provide the campus with a refrigerated truck for use during the emergency.

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 Executive Chef 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;
- 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.

On-line Capabilities: The successful bidder shall have on-line order placement through Electronic Data Interface (EDI) type capabilities using the University's CBORD Food Service Suite. The EDI capability must be established with CBORD no later than July 31, 2020. The Vendor is responsible for the CBORD, EDI setup and all associated fees and costs.

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.

Order Forms: Before the implementation of the EDI software, the supplier must provide four copies of the order forms. Once the EDI is in place, only one copy is necessary.

Demonstrations: The supplier must provide food demonstrations as required as well as on site annual food shows.

Value Added Services: The supplier to provide Serve-Safe training and certification, inclusive of instruction and workbooks at no cost to the University; video source library; data warehouse to include coupon reports; business review analysis and an Executive Chef consultant.

Special Functions: Assistance for special functions will be required (e.g., provide a refrigerated truck) at least three times a year at no cost to the University.

Equipment: The Vendor shall provide, at their expense, equipment and service for the dispensing of products as requested by the University. This supply provision includes the servicing of equipment and, a replacement schedule as deemed necessary by the University

REFERENCES

Proposals should include three (3) institutions where your organization is currently providing meats, dairy, produce, beverage, and grocery products and 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 brand specified in the market basket will be provided by the vendor. Vendor must complete the attached 100829_TECHNICAL_PROPOSAL_Market_Basket and indicate whether they can supply the specified product with a "Y" or "N" in column G.

An editable version of this document can be downloaded at https://web.uri.edu/purchasing/files/100829_TECHNICAL_PROPOSAL_Market_Basket.xlsx

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. **Sustainable Practices -**Please provide documentation to demonstrate the ability to assist and support sustainable initiatives and requirements on a college campus.
4. **Marketing Support and Training** – During the length of this contract, there is an expectation of training and 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 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
\$2 million - \$3.5 million	_____ % discounts	_____ %
\$3.5 million – \$4.2 million	_____ %	_____ %
Exceeding \$4.2 million	_____ %	_____ %

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 at the Vendor's location shall take place within seven (7) days advance notice on 35 selected items sold to the University. The list of items to be audited will be provided at the time the announced audit is made to the Vendor in preparation for the on-site audit.

The successful bidder will be expected to supply all items as specified on the attached 100829_COST_PROPOSAL_Market_Basket

Market Basket:

The products listed on the attached 100829_COST_PROPOSAL_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 July 2020 for Market Basket A - G based on your landed cost plus the appropriate mark-up percentage as identified.

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 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 product 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	<hr/> \$11.77

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

Dry Goods/Canned	_____ %	_____ %
Frozen Foods	_____ %	_____ %
Dairy	_____ %	_____ %
Commodity Items	_____ %	_____ %
Fresh Meats/Poultry/Seafood	_____ %	_____ %
Paper Supplies	_____ %	_____ %
Cleaning Supplies*	_____ %	_____ %
Specialty Items* (Non-stock and special order)	_____ %	_____ %

*Cleaning Supplies and Specialty Items are not a part of this bid; however the bidder is encouraged to submit a mark-up %.

Please fill out the above on the Percentages tab on the 100829_COST_PROPOSAL_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.

An editable version of the Marketbasket can be downloaded here:

https://web.uri.edu/purchasing/files/100829_COST_PROPOSAL_Market_Basket.xlsx

C. ISBE Proposal

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

SECTION 5: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee (“TEC”) comprised of staff from URI/State Agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 50 (71.4%) out of a maximum of 70 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 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
Demonstrated experience in providing the full range of food requirements	10 Points
Compliance with the terms and conditions as set forth in the RFP herein.	20 Points
Demonstrated ability to provide and document good sustainable practices	10 Points
Demonstrated ability to support marketing and training	15 Points
Demonstrated ability to support technology and interface Cbord and FSS	15 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:

(lowest cost proposal / vendor's cost proposal) x 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 # 100829** 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. **Bid/Proposal Cover Page**, completed and signed, in ink (first page of RFP document)
2. One completed and signed **URI Bidder Certification Form** (include in the Technical Proposal original copy only). *Do not include in copies of the Technical or Cost proposal.*
3.  **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
4.  **Cost Proposal** - A separate, signed and sealed cost proposal reflecting the completed market basket. *Do not include any copies in the Technical proposals.*
 - a. One (1) Electronic copy on a CD-R, marked "Cost Proposal -Original".
 - b. One (1) printed paper copy, marked "Cost Proposal -Original" and signed.
 - c. One (1) printed paper copy
5.  **ISBE Proposal** - Two (2) completed original and copy versions, 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 100829_COST_PROPOSAL_Market_Basket available at https://web.uri.edu/purchasing/files/100829_COST_PROPOSAL_Market_Basket.xlsx
- 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 # 100829 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

100829_TECHNICAL_PROPOSAL_Market_Basket			Market Basket A - Grocery			
	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (cs)	Size	Vendor Able to Provide Specified Product? Y or N
1	Plain Aseptic, Quart	Silk		150	12/cs	
2	Original Almond Milk	Silk		400	6/64oz/cs	
3	Vanilla soymilk bulk bag	Silk	25293 00177	300	2.5g "machine ready"	
4	Chocolate soymilk bulk bag	Silk	25293 001778	300	2.5g "machine ready"	
5	Double Chocolate	Otis Spunkmeyer	58801	250	240/1.33oz/cs	
6	Chocolate Chip	Otis Spunkmeyer	58800	250	240/1.33oz/cs	
7	Chocolate Brownie	Otis Spunkmeyer	58831	250	240/1.33oz/cs	
8	Oatmeal Raisin	Otis Spunkmeyer	58803	250	240/1.33oz/cs	
9	Sugar	Otis Spunkmeyer	58804	250	240/1.33oz/cs	
10	Carnival	Otis Spunkmeyer	58808	250	240/1.33oz/cs	
11	Milk Chocolate Chunk	Otis Spunkmeyer	58809	250	240/1.33oz/cs	
12	Triple Chocolate	Otis Spunkmeyer	58814	250	240/1.33oz/cs	
13	Red, White & Blue	Otis Spunkmeyer	58817	250	240/1.33oz/cs	
14	Cranberry Oatmeal	Otis Spunkmeyer	58819	250	240/1.33oz/cs	
15	Strawberry Shortcake	Otis Spunkmeyer	58823	250	240/1.33oz/cs	
16	Bread Rustic Square Focaccia	Signature	22127	600	72/4oz	
17	Signature Bread Cuban Bread	Signature	23021	90	24/8oz	
18	Signature Bread 7" Italian Sub	Signature	22077	120	54/4.5oz	
19	Signature Bread Torta Rolls	Signature	23042	100	48/3.5oz	
20	Signature Bread 4" Silced Aloha Brioche Bun	Signature	23045	80	60/3.4oz	
21	Signature Bread Rosemary Focaccia Square	Signature	70007	50	72/3.7oz	
22	Blueberry Predeposited Muffin Batter	Bake N Joy	8170210	60	36/4.25oz/cs	
23	Chocolate Chip Predeposited Muffin Batter	Bake N Joy	8172210	100	36/4.25oz/cs	
24	Cinnamon Coffee Cake Predeposited Muffin Batter	Bake N Joy	8175210	60	36/4.25oz/cs	
25	Corn Predeposited Muffin Batter	Bake N Joy	8173210	60	36/4.25oz/cs	
26	Whole Wheat Triple Berry Predeposited Muffin Batt	Bake N Joy	8190210	50	36/4.25oz/cs	
27	Blueberry Predeposited Muffin Batter	Bake N Joy	8380215	20	96/2.5oz/cs	
28	Chocolate Chip Predeposited Muffin Batter	Bake N Joy	8386215	30	96/2.5oz/cs	
29	Cinnamon Coffee Cake Predeposited Muffin Batter	Bake N Joy	8379215	20	96/2.5oz/cs	
30	Corn Predeposited Muffin Batter	Bake N Joy	8382215	30	96/2.5oz/cs	
31	Cranberry Orange Predeposited Muffin Batter	Bake N Joy	8381215	10	96/2.5oz/cs	
32	Vegan Batter Base Mix	Bake N Joy	8462216	50	2/8lbs	
33	Vegan Chocolate Chip Cookies	Bake N Joy	8975219	50	240/1.25oz/cs	
34	Vegan Oatmeal Raisin Cookies	Bake N Joy	8976219	50	240/1.25oz/cs	
35	Brownie mix	Gold Medal	10314	300	6/6#	
36	Cake mix, Devil's Food	Gold Medal	11112000	150	6/5#	
37	Cake mix, yellow	Gold Medal	10154	200	6/5#	
38	Pancake mix, complete	Krusteaz	000 4144910182	300	25# bag	
39	Rich's Better Crème Vanilla Icing	Rich's	2647	30	4/cs 8.8#	
40	Rich's Better Crème Chocolate Icing	Rich's	6576	10	4/cs 8.8#	
41	Rich's Heat-N-Ice Vanilla Icing	Rich's	9976	75	12#	
42	Rich's Heat-N-Ice Chocolate Icing	Rich's	9977	30	12#	
43	Ready to Spread Chocolate Fudge Icing	Gold Medal		50	2/11# pail	
44	Ready to Spread Vanilla Icing	Gold Medal		50	2/11# pail	
45	Multi-Grain Cheerios	General Mills	11977	150	4/29oz/cs	
46	Cocoa Puffs	General Mills	11999	200	4/35oz/cs	
47	Golden Grahams	General Mills	11989	100	4/43.5oz/cs	
48	Lucky Charms	General Mills	11998	300	4/35oz/cs	
49	Rice Chex GLUTEN FREE	General Mills	13325000	80	8.25lbs	
50	Cinnamon Toasties	Malt o Meal	#09831	250	6/32oz	
	or					

	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (cs)	Size	Vendor Able to Provide Specified Product? Y or N
51	Cinnamon Toast Crunch Bulk	General Mills	1181300	250	4/45oz	
52	Frosted MiniWheats	Kellogg's	38000-04991	75	4/56oz	
53	Raisin Bran	Malt o Meal	#09816	100	6/36oz	
54	Frosted Flakes	Kellogg's	38000-01591	150	4/40oz	
55	Low Fat Granola Crunchy Oat Clusters	Kellogg's	38000-49834	600	4/50oz	
56	Honey Oat Granola - Gluten Free	Grandy Oats	395803	25	5/32oz	
57	Fruity Dino-Bites	Malt o Meal	#09828	300	4/46oz	
58	Captain Crunch	Quaker	43140	350	4/2.5#/cs	
59	Oatmeal Bulk "old-fashioned"	Quaker	43293	100	12/42oz	
60	Instant Oatmeal, regular flavor	Quaker		80	48 individual/cs	
61	Saltine crackers	Westminster Brand or equal		50	300 2pkt/cs	
62	Soup/Oyster crackers - large	Westminster Brand		160	150-1/2 oz	
63	Cracker Barrel assortment	Westminster Brand or equal		80	2 crk/pkg/400pks/cs	
64	Crushed Hi-Ho crackers			200	10lbs or equal	
65	Oreo sandwich cookies	Nabisco or Equal		100	(4ct) 120/1oz/cs	
66	Apple pie	Chef Pierre	9270	275	6/49oz/cs	
67	Blueberry pie	Chef Pierre or Equal	9282	125	6/47oz/cs	
68	Pumpkin pie	Chef Pierre or Equal	9276	50	6/44oz/cs	
69	Golden Italian Dressing	Ken's	858	50	4/1gal	
70	Cucumber Wasabi Dressing	Ken's	2204	25	2/1gal	
71	Tartar Sauce	Ken's	867	30	4/1gal	
72	Mayonaise	Ken's	898	100	4/1gal	
73	Vegan Mayonaise	Just Mayo	JMO-04241	50	4/1gal	
74	Marinara	Stanislaus	#01704	2000	6/#10	
75	Full Red Concentrated Crushed	Stanislaus			6/#10	
76	White Balsamic Vinegar			40		
77	Sherry Vinegar			25		
78	Sweet Chili Sauce	Frank's Redhot or Equal	83119	80	4/12gal	
79	Hot Chili Sauce	Sriracha		50	12/18oz/cs	
80	Salsa Verde Sauce	Herdez	62145	25	6/68oz/cs	
81	Fish Sauce	Thai Kitchen		5	6/23oz/cs	
82	Kimchi	Momoya or Equal		5	24/2oz/cs	
83	Korean Chili Paste	Huy Fong or Equal		10	6/18oz/cs	
84	Szechwan Sauce	Chef Myron	5303433	300	2/64oz/cs	
85	Premiere Terriyaki Sauce	Chef Myron	5303417	500	2/64oz/cs	
86	Dijon Mustard			10	6/9#	
87	Mustard	Grey Poupon		20	6/24oz	
88	Whole Grain Mustard	Grey Poupon or Equal		10	6/24oz	
89	Canon Ball BBQ Sauce	Ken's	#0784	325	4/1gal	
90	Kalamata Olives			20	9# pail	
91	Soy Sauce, gluten free	Kikkoman or Equal		250	6/10oz/cs	
92	Soy Sauce, gluten free	Kikkoman or Equal	#00157	250	6/12gal	
93	Vegetable Blend Pulse Melange	Path of Life	4438947	50	6/2.5#	
94	Grain Blend 5-Way	Path of Life	4438911	80	6/2.5#	
95	Korean Style Quinoa and Brown Rice	Path of Life	4438956	60	6/2.5#	
96	Wild Albacore Tuna in Water	Wild Planet	#00077	150	6/43oz/cs	
97	Thai Green Coconut Curry Sauce	PGI or Equal	17006	20	4/4#/cs	
98	Blended Oil	Corto	20701	300	10L	
99	Semi Sweet Chocolate Chips	Hershey or Nestles		100	25# box	
100	White Chocolate Chips	Hershey or Nestles		50	25# box	
101	Lemon Juice			25	12/32oz/cs	
102	Lime Juice			25	12/16oz/cs	
103	Hazelnut Spread Tub	Nutella		300	2/6.6#	

	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (cs)	Size	Vendor Able to Provide Specified Product? Y or N
104	Peanut Butter - Smooth	Teddy's		180	6/4#	
105	Honey			30	6/5#	
106	Quinoa Golden Fully Processed Conventional			100	2/5# cont	
107	Fettuccine Pasta	Barilla	1000-354006	20	2/10#	
108	Farfalle Pasta	Barilla	1000-44065	20	2/10#	
109	Rigatoni Pasta	Barilla	1000-440083	60	2/10#	
110	Ziti Pasta	Barilla	1000-440074	400	2/10#	
111	Medium Shell Pasta	Barilla	1000-013692	240	2/10#	
112	Elbow Pasta	Barilla	1000-440041	250	2/10#	
113	Penne Rigate Pasta	Barilla	1000-440072	125	2/10#	
114	Spaghetti Pasta	Barilla	1000-338005	50	2/10#	
115	Whole Grain Penne, NOT PLUS	Barilla		125	2/10#	
116	Gluten Free, Penne Pasta	Barilla		50	12/12oz	
117	Gluten Free, Vegan Pizza Shell	Venice Bakery	GF-10P-24-PAN	50	24/cs	
118	Gluten Free, 12-Inch Wrap	Kontos	11570	20	72/40oz/cs	
119	Gluten Free, White Sandwich Bread	UDI		60	6/cs	
120	Gluten Free, Wheat Sandwich Bread	UDI		40	6/cs	
121	Gluten Free, Plain Bagels	UDI		120	24 packs	
122	Gluten Free, Blueberry Muffins, individually wrapped	UDI		50	36/3oz	
123	Gluten Free, Double Chocolate Muffins, individually wrapped	UDI		25	36/3oz	
124	Gluten Free, Hot Dog Bun	UDI		35	24/cs	
125	Gluten Free, Hamburger Bun	UDI		65	24/cs	
126	Gluten Free, Brownies	David's	76030	30	48/cs	
127	Gluten Free, Chocolate Chip Cookies	David's	76021	30	24/cs	
128	Gluten Free, Original Waffles	Van's		25	12/8oz	
129	Smart Balance Cups	Smart Balance	17339-SBN	100	600/5gm	
130	Artichoke Hearts, whole, quartered			150	6/#10	
131	Sliced Water Chestnuts	Roland or Empress	42710	50	6/#10	
132	Sliced Banana Peppers	Roland or Coolcrisp	45778 or 259934	200	4/1gal	
133	Roasted Red Peppers	Roland or Equal	45650	280	12/27.5oz	
134	Straw Mushroom Pieces	Roland or Equal	44406	30	6/#10	
135	Mandarin Oranges - Premium Whole Segments	Roland or Equal	64046	125	6/#10	
136	Basmati Rice	Roland or Equal		100	20#	
137	Short Grain Rice	Roland or Equal		100	20#	
138	Jasmine Rice	Roland or Equal		100	20#	
139	Polenta, Yellow Medium Grain	Roland or Equal	72160	30	4/5lbs	
140	Guacamole	Wholly	37880	500	4/4#	
141	Avacados, sliced, peeled & halved frozen			100	48/1.5oz	
142	Lomein Noodles	Amoy	6104	200	4/5#	
143	Pre-cooked Vegan Ravioli w/egg free pasta	Carla's	5228	140	200/.65oz/cs	
144	Vegetable Patty w/ Black Bean & Sweet Potato, Veg	Jen's & Marie		120	32/4oz	
145	Alu Chole	Moonsoon Kitchen	PMK5002		2/4#	
146	Khatte Meethe Baig	Moonsoon Kitchen	PMK5005		2/4#	
147	Cinnamon Twist	Dimitria Delights or Equal		50	60/3oz/cs	
148	Whipped Topping	Rich's	049800 08011	100	12/32oz	
149	Biscuits, 2.75"	Pillsbury	#06252	60	216/2.2oz	
150	Pesto Sauce, Gluten Free, no nuts	Casa Diliso	11495	250	2/32oz	
	or					
	Basil Pesto, Gluten Free, no nuts	Carla's	#00021605014049	250	3/30oz	
151	Fire Roasted Pesto Sauce, Vegan Gluten Free	Casa Diliso	30287	120	2/32oz	
152	Sun Dried Tomato Pesto Sauce, Vegan Gluten Free	Casa Diliso	71573	150	2/32oz	
153	Cilantro Pesto Sauce	Casa Diliso		10	2/32oz	
154	Chipolte Pesto Sauce	Carla's	6400	75	2/64oz	

100829_TECHNICAL_PROPOSAL_Market_Basket			Market Basket B - Frozen			
	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (lbs or cs)	Size	Vendor Able to Provide Specified Prouct? Y or N
1	Frozen Whole Eggs	Pappettis	46025-65123	1600 cs	6/5#	
	or	Deb EI	5000-94063	1600 cs	6/5#	
2	Frozen Egg Whites	Pappettis	46025-50100	600 cs	6/5#	
	or	Deb EI	50010-94063	600 cs	6/5#	
3	French Fries, Evercrisp 5/16" X 3/8"	Oreida	1028	2000 cs	6/5#	
	or					
4	French Fries, Regular Cut 3/8"	Lamb Wesson	S57	2000 cs	6/5#	
5	French Fries, Straight Cut, Skin on	Cavendish	100 56210 04585	1600 cs	6/5#	
6	Waffle Fries	McCain's	MCL03623	600 cs	6/4.5#	
	or	Lamb Wesson	D23	600 cs	6/4.5#	
7	French Fries, Harvest Splendor, Sweet Potato	McCain's	MCF05004	600 cs	6/2.5#	
8	French Fries, Curly	McCain's	MCL03622	750 cs	4/6#	
	or	Simplot	47014	600 cs	6/5#	
	or	Lamb Wesson	24322	600 cs	6/5#	
9	Hashbrown Patty	McCain's	589	600 cs	120/2.25oz	
	or	Simplot	43301	600 cs	120/2.25oz	
	or	Cavendish	34217	300 cs	240-2.25oz	
10	Tater Tots	Ore-Ida	215	500 cs	6/5#	
	or	Lamb Wesson	H30	500 cs	6/5#	
11	Pizza Dough, 7", Proofed	Villa Prima	73035	1800 cs	72/cs	
12	Pizza Dough, 16", Proofed	Ultimo Supreme	031721/79005	800 cs	18/cs	
13	Hamburger Pattie, 3.2 Oz IQF	Burger Maker	2120W	3000 cs	10#	
14	Chicken Wings	Tyson	2638	1600 cs	2/5#	
15	Chicken Nuggets, Tempura	Pierce	111324	800 cs	10#	
16	Chicken Breast, Fire Brasied, Grilled	Hormel	46750	8000#	36/4oz	
17	Chicken , Popcorn	Brakebush	5571	4000 cs	2/5#	
18	Chicken Filet	Tyson	038313-0928	2000 cs	40/4oz	
19	Chicken Tenderloin	Tyson	1572	1000 cs	2/5#	
20	Chicken, Low Sodium, Diced, Fully Cooked	Tyson	024160-0928	1200 cs	10#	
21	Chicken, Fire Braised Pulled Thigh, Boneless	Hormel	73004	2000#	lbs	
22	Chicken, Fried, Breaded, 8 Pc Pack	Purdue	80946	250 cs	15#	
23	Chicken Quarters, IQF	Tyson	1028	250 cs	48 Pieces	
24	Chicken Filet, 5 Oz Boneless, skinless	Tyson	10021160928	1800 cs	32/cs	
	or	Purdue	56540	1800 cs	32/cs	
25	Chicken Tinga	Hormel	37594	500 cs	4/5#	
26	Mozzarella Bread Sticks, 3-1/4" Italian Breaded	Anchor or equal	50010122	1600 cs	6/3#	
27	Bacon, Precooked, 18/22 Style	Hormel	20174	2000 cs	288 Slices/cs	
28	Bacon Topping, Precooked	Tyson	45369	800 cs	2/5#	
	or	Hormel	30594	800 cs	2/5#	
29	Sausage Links, Pre-Brwnd, GF Low Sodium	Jones	018514	700 cs	10#	
	or	Hormel	69533	700 cs	10#	
30	Sausage Pattie, Pre-Brwnd, GF Low Sodium	Jones	018717	1000 cs	80/2oz	
	or	Hormel	63109	1000 cs	10#	
31	Canadian Bacon, Sliced	Hormel	32910	500#	lbs	
32	Sausage Links, Cooked Sweet Italian	Kayem or equal	2307	150 cs	10#	
33	Pork Carnita	Hormel	37785	6500#	lbs	
34	Pork, Smoked	Kayem	1534	350 cs	2/5#	
35	Pork Loin Roast, center cut, US #1, frzn	Clemen's Farm	1832	6500#	10-12#	
36	Pork Spareribs	Hatfield	1252	6500#	lbs	
	or	Butcher Block		6500#	lbs	
37	Pork Chops, center cut, 6 Oz	Butcher Block		350	24/6oz	

	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (lbs or cs)	Size	Vendor Able to Provide Specified Product? Y or N
	or	Hatfield	1908	320	10#	
38	Ham, Roasting, Cooked	Hatfield or equal	2363	1500#	lbs	
39	Turkey Breast, Fully Cooked	House of Raeford	91514	8000#	lbs	
	or	Longmont Superior	462	8000#	lbs	
	or	Cargill	20109	8000#	lbs	
	or	Carolina	81082	8000#	lbs	
	or	Golden Legacy	46800	8000#	lbs	
40	Pepperoni, Sliced, no irregular pieces			4000#	lbs	
41	Beef Brisket, Frozen, BBQ, fully cooked	Hormel	14602	3800#	lbs	
42	Flat Iron Steak, Choice			4200#	lbs	
43	Shaved Steak, Extra Lean	Old Neighborhood	MAP 12-1	200 cs	2/5#	
	or	Thin & Trim	885	200 cs	10#	
44	Beef Chuck, Cooked, Boneless, Short Ribs			3200#	lbs	
45	Beef, Top Round, Split, rolled & tied, trimmed, boneless, choice, Cry-O-Vac, Fresh			2500#	lbs	
	GROUND BEEF, ground beef shall consist of chopped, fresh and/or frozen ground beef. Shall not include seasoning or added water. Product to be ground twice and shall not contain more than					
46	20% fat. Frozen			12000#	lbs	
47	All Beef, Italian Meatball 1 Oz, No Soy Added, Frozen			14000#	lbs	
48	Beef Pot Roast	Kayem	1530	12000#	lbs	
49	Beef, lean, sirloin, tri tip, cubed 1" x 1"			450	10#	
50	Frankfurters, 8-1, Skinless, No Variety meats or beef by-products	Kayem	1041	250	10#	
51	Cod, Shatter Pack, MSC Certified 8/16 Oz	High Liner or Equal	21023059	85	45#	
52	RI Calamari, Wild Caught, Fully Cleaned, Rings Only	Town Dock		700 #	40oz	
53	Sea Scallops, Wild Caught, 30-34 Ct, No more than 10% pump	Baywinds		750 #	2/5#	
54	Shrimp, 26/30 Ct, Peeled & Deveined, Raw, Product of USA			8500	lbs	
55	Veal, Cutlet, Pounded	Roma	7114	1700	40/4oz	
56	Eggplant, Breaded Cutlets	Domenic or Equal	1060	900	10#	
57	Turkey Breast, Golden Style	Thin & Trim	0715	13000#	lbs	
58	Turkey Breast, Sliced	Thin & Trim	7209	13000#	lbs	
59	Roast Beef	Thin & Trim	579	7000#	lbs	
60	Ham, Virginia, Deli	Thin & Trim	0612	7000#	lbs	
61	Ham, Virginia, Deli, Sliced	Thin & Trim	6129	7000#	lbs	
62	Empanadas, Beef & Cheese	El Monterey	73053	400 cs	24/3oz	
63	Empanda, Chicken & Cheese	El Monterey	73056	400 cs	24/3oz	
64	Vegan Cutlet, Breaded	Mon Cuisine	05-VCVEG	200 cs	60/cs	
65	Dumplings, Chicken Teriyaki	TMI	261259	200 cs	150/.8oz	
66	Dumplings, Edamame	TMI	261587	200 cs	150/.9oz	
67	Eggrolls, Buffalo Chicken	TMI	702394	400 cs	50/3oz	
68	Eggroll, Philly Chesse	TMI	207011	401 cs	50/3oz	
69	Spring Roll, Veggie	TMI	702028	402 cs	100/2oz	
70	Corn, Whole Kernal, Frozen	Simplot	10071179187097	403 cs	20#	
	or	Regal	26786	404 cs	12/2.5#	
71	Peas, Sweet, Frozen	Simplot	10071179189251	405 cs	20#	
72	Tortellini, Cheese	Carla's	1040	600 cs	4/3#	
	or	Pede Bros	12219	600 cs	900/cs	

	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (lbs or cs)	Size	Vendor Able to Provide Specified Prouct? Y or N
73	Ravioli, cheese, each dozen to contain 4.5 oz pure ricotta cheese and seasoning. Packed in poly bags 25 dz/cs	Carla's	1360	100 cs	8.5#	
	or	Pede Bros	12200	100 cs	200/cs	
74	Rigatoni, cheese stuffed, precooked	Pede Bros	12205	250 cs	200/cs	
75	Stuffed Shells, 3 Oz each, packed in poly bags, filled with 2.5 Oz pure ricotta cheese amd seasonings	Carla's	1300	250 cs	96/2.75oz	
	or	Pede Bros	11166	250 cs	72/7.25oz	
76	Turkey Meatball, Fully Cooked. .5oz			5000#	2/5#	
77	Three Bean Veg Chili	Kettle Cuisine	700260	50 cs	2/8#	
78	N.E. Clam Chowder	Kettle Cuisine	700000	50 cs	2/8#	
79	Seafood Chowder	Kettle Cuisine	700003	25 cs	2/8#	
80	Chicken, Vegetable & Rice Soup	Kettle Cuisine	700067	20 cs	2/8#	
81	Butternut Squash & Apple Soup	Kettle Cuisine	700050	80 cs	2/8#	

100829 TECHNICAL PROPOSAL Market Basket			Market Basket C - Refrigerated			
	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (lbs or cs)	Size	Vendor Able to Provide Specified Product? Y or N
1	Mozzarella Cheese, Shredded, part skim	Sorrento or Equal	74030-16080	30,000#	6/5#	
2	American Cheese, White, Sliced,	Land O Lakes or Equal		25,000#	160 slices/5#	
3	Provolone Cheese, Salami style, unwaxed			7,500#	12#	
4	Ricotta Cheese, part skim			3,600#	3#	
5	Monterey Jack Cheese, Block			3,000#	10#	
6	White Cheddar, Sliced			3,000#	lbs	
7	Cheddar Cheese, Shredded, Natural Color			16,000#	5#	
8	Cheddar Cheese, Sharp, Block, Natural Color			1,500#	lbs	
9	Goat Cheese				2.2# loaf	
10	Feta Cheese			2,000#	8# or 9# pail	
11	Pepper Jack Cheese, Read-Pac	Land O Lakes		2,000#	6/1.5#	
12	Swiss Cheese, Domestic or Imported Blocks			3,000#	8#	
13	Asiago Cheese, Shredded			1,000#	lbs	
14	Queso Fresco Cheese, blocks or crumbles	V & V Supremo	203-0125	1,000#	6/2#	
15	Parmesan Romano Blend Grated Cheese	Barbera or Equal		250 cs	12/1#/cs	
16	Butter "AA" reddie, 90 cut, 93 score			100 cs	15#/cs	
17	Butter, reddie, foil wrapped			25 cs	17#/cs	
18	Butter, "AA" one pound solids, 93 score			120 cs	36#/cs	
19	Beef Base GF	Custom Culinary Master's Choice	03176ECPZ	25 cs	20#/cs	
20	Clam Base GF NO MSG	Custom Foods	9517	50 cs	6/1#/cs	
21	Chicken Base GF	Custom Culinary Master's Choice	01176ECPZ	51 cs	20#/cs	
	or	Minor's	12072224	52 cs	4/5#/cs	
22	Maripox Base (Vegetable Base) GF	Custom Culinary Master's Choice	9801EGLDZ	150 cs	6/1#/cs	
	or	Minor's	11003276	150 cs	6/1#/cs	
23	Dressing, Ceasar Creamy	Cardini	6007	150 cs	4/1 gal/cs	
24	Dressing, Blue Cheese	Ken's	8653	100 cs	4/1 gal/cs	
	or	Marzetti	83788	100 cs	4/1 gal/cs	
25	Dressing, Apple Vinegrette	Ken's	0228	50 cs	4/1 gal/cs	
26	Dressing, Ranch	Kraft		170 cs	4/1 gal/cs	
27	Pickle Slices, Dill	Heinz	632600	200 cs	6/10#/cs	
28	Pickle Spears, Kosher Dill	Patriot	50130	100 cs	300ct/pail	
	or	Regal		100 cs	300ct/pail	
29	Chef Heavy Cream	Anchor	113726	500 cs	12/1 qt/cs	
30	Chopped Garlic in Water	Polander or Equal		200 cs	6/25oz/cs	
31	Hummus, Plain	Cedar's or Sabra or Equal		2,000#	5# containers	
32	Hummus, Red Pepper	Cedar's or Sabra or Equal		1,600#	5# containers	

100829_TECHNICAL_PROPOSAL_Market_Basket		Market Basket D - Paper			
Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (rolls or cs)	Size	Vendor Able to Provide Specified Product? Y or N
Wrap Plastic 18" X 2000'	Certo	18VW2	200	roll	
Wrap Plastic 12" X 2000'	Certo	12VW2	100	roll	
Wrap Foil 18"x 500', Heavy Duty			75	roll	
Parchment Paper Liners, 16-3/8" x 24-3/8"	Quinlon	29001	120	1000/cs	
Bag Liners 43 x 48, 56 Gallon, 22 Mic			600	150/cs	
Pizza Boxes, 10"x 10"x 2", Quality Carton Clay	QCC	7010SP	1000	100/cs	
Napkin 1/4 fold, 1 ply, white	Main Street Express	DX900	600	12/500/cs	
Waxed Deli Paper, 12"x12", blue	Bagcraft	BCG057850	150	5000/cs	
Waxed Deli Paper, 12"x12", red	Bagcraft	BGC057700	150	5000/cs	
Foil Sandwich Bags 6" X 3/4" X 6 1/2"			40	1000/cs	
Foil Sandwich Bags 6" X 3/4" X 6 1/2", Blue			50	1000/cs	
Foil Sandwich Bags 6" X 3/4" X 6 1/2", Yellow			60	1000/cs	
Compostable 7" Round Plate	Green Wave Ovation	OV-P007	100	8/125/cs	
Compostable 10" Round Plate	Green Wave Ovation	OV-P010	350	4/125/cs	
Compostable Fork, Full-Size, White	Green Wave Epoch	FORK-WHT	200	20/50/cs	
Compostable Knife, Full-Size, White	Green Wave Epoch	KNIFE-WHT	100	20/50/cs	
Compostable Spoon, Full-Size, White	Green Wave Epoch	SPOON-WHT	200	20/50/cs	
Bakery Bags, # 8, Double Waxed, White			75	1000/cs	
Paper Straws			200	24/100/cs	
Savaday, #300, 9" x 7", White	Huhtamaki	10405	75	500/cs	
35% Recycled, To-Go Box, 7.75" X 5.5" X 3.5"	Bioplus Earth	#4	75	160/cs	
Plastic Forks, Medium Weight Polystyrene	Georgia-Pacific Smartstock	SSF51	150	24/40/cs	
Plastic Spoon, Medium Weight Polystyrene	Georgia-Pacific Smartstock	SS51	150	24/40/cs	
Plastic Knife, Medium Weight Polystyrene	Georgia-Pacific Smartstock	SSK51	75	24/40/cs	
Hot Paper Cups, 8 Oz, White	Dart Solo	378W-2050	350	1000/cs	
Plastic, Tear Tab Lid for 8 Oz hot cup	Dart Solo	LB3081	10	1000/cs	
Hot Paper Cups, 12 Oz, White	Dart Solo	412WN-2050	10	1000/cs	
Hot Paper Cups, 16 Oz, White	Dart Solo	316W-2050	10	1000/cs	
Plastic, Tear Tab Lid for 12 & 16 Oz hot cup	Dart Solo	LB3161	10	1000/cs	
Plastic Cold Cup, 12 Oz, Ultra Clear	Dart Solo	TP12S	50	1000/cs	
Plastic Cold Cup, 16 Oz, Ultra Clear	Dart Solo	TP16D	100	1000/cs	
Plastic Cold Cup, 24 Oz, Ultra Clear	Dart Solo	TD24	50	1000/cs	
Plastic Cold Lid, with straw slot	Dart Solo	626TS	200	1000/cs	
Plastic Tumbler, 9 Oz Squat	Comet	T9S	150	500/cs	
Plastic Platter, 12"	Sabert	9012	25	36/cs	
Plastic Dome, 12"	Sabert	5512	25	36/cs	
Plastic Platter, 16"	Sabert	9016	25	36/cs	
Plastic Dome, 16"	Sabert	5516	25	36/cs	
Plastic Platter, 18"	Sabert	9018	25	36/cs	
Plastic Dome, 18"	Sabert	5518	25	36/cs	

Attachment A

Product Analysis: Sustainability Six points to YES

If a food product qualifies with two "yes" answers under one of the following six points, it is of interest to URI Dining in the effort to improve the sustainability of food served at The University of Rhode Island.

- 1) Is this product grown or raised within 250 miles of Kingston, RI?
- 2) Is the producer a small-scale independent farm, or cooperatively owned?
- 3) Is the product certified organic or in a reliably certified transitional phase?
- 4) If this is an animal product, is the animal pasture-raised?
- 5) Does the producer meet all applicable federal and state labor regulations for non-exempt workers at the original source point?
- 6) List all the sustainability certification programs that the product is certified by (Fair Trade, RainForest Alliance, etc.). If one or more can be named, this is a positive point. Claims will be further reviewed by URI.

Note: Concentrated Animal Feeding Operations (CAFOs), are Animal Feeding Operations (AFOs) where animals are kept confined and fed or maintained for 45 or more days per year, and crops, vegetation, or forage growth are not sustained over a normal growing period (Environmental Protection Agency [EPA], 2009. CAFOs are disqualified from sustainability claims.

100829_COST_PROPOSAL_Market_Basket		Market Basket A - Grocery								
	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (cs)	Size	Vendor Landed Price (includes freight)	Mark up %	URI Cost per lb	URI Cost per case	
1	Plain Aseptic, Quart	Silk		150	12/cs					
2	Original Almond Milk	Silk		400	6/64oz/cs					
3	Vanilla soymilk bulk bag	Silk	25293 00177	300	2.5g "machine ready"					
4	Chocolate soymilk bulk bag	Silk	25293 001778	300	2.5g "machine ready"					
5	Double Chocolate	Otis Spunkmeyer	58801	250	240/1.33oz/cs					
6	Chocolate Chip	Otis Spunkmeyer	58800	250	240/1.33oz/cs					
7	Chocolate Brownie	Otis Spunkmeyer	58831	250	240/1.33oz/cs					
8	Oatmeal Raisin	Otis Spunkmeyer	58803	250	240/1.33oz/cs					
9	Sugar	Otis Spunkmeyer	58804	250	240/1.33oz/cs					
10	Carnival	Otis Spunkmeyer	58808	250	240/1.33oz/cs					
11	Milk Chocolate Chunk	Otis Spunkmeyer	58809	250	240/1.33oz/cs					
12	Triple Chocolate	Otis Spunkmeyer	58814	250	240/1.33oz/cs					
13	Red, White & Blue	Otis Spunkmeyer	58817	250	240/1.33oz/cs					
14	Cranberry Oatmeal	Otis Spunkmeyer	58819	250	240/1.33oz/cs					
15	Strawberry Shortcake	Otis Spunkmeyer	58823	250	240/1.33oz/cs					
16	Bread Rustic Square Focaccia	Signature	22127	600	72/4oz					
17	Signature Bread Cuban Bread	Signature	23021	90	24/8oz					
18	Signature Bread 7" Italian Sub	Signature	22077	120	54/4.5oz					
19	Signature Bread Torta Rolls	Signature	23042	100	48/3.5oz					
20	Signature Bread 4" Silced Aloha Brioche Bun	Signature	23045	80	60/3.4oz					
21	Signature Bread Rosemary Focaccia Square	Signature	70007	50	72/3.7oz					
22	Blueberry Predeposited Muffin Batter	Bake N Joy	8170210	60	36/4.25oz/cs					
23	Chocolate Chip Predeposited Muffin Batter	Bake N Joy	8172210	100	36/4.25oz/cs					
24	Cinnamon Coffee Cake Predeposited Muffin Batter	Bake N Joy	8175210	60	36/4.25oz/cs					
25	Corn Predeposited Muffin Batter	Bake N Joy	8173210	60	36/4.25oz/cs					
26	Whole Wheat Triple Berry Predeposited Muffin Batt	Bake N Joy	8190210	50	36/4.25oz/cs					
27	Blueberry Predeposited Muffin Batter	Bake N Joy	8380215	20	96/2.5oz/cs					
28	Chocolate Chip Predeposited Muffin Batter	Bake N Joy	8386215	30	96/2.5oz/cs					
29	Cinnamon Coffee Cake Predeposited Muffin Batter	Bake N Joy	8379215	20	96/2.5oz/cs					
30	Corn Predeposited Muffin Batter	Bake N Joy	8382215	30	96/2.5oz/cs					
31	Cranberry Orange Predeposited Muffin Batter	Bake N Joy	8381215	10	96/2.5oz/cs					
32	Vegan Batter Base Mix	Bake N Joy	8462216	50	2/8lbs					
33	Vegan Chocolate Chip Cookies	Bake N Joy	8975219	50	240/1.25oz/cs					
34	Vegan Oatmeal Raisin Cookies	Bake N Joy	8976219	50	240/1.25oz/cs					
35	Brownie mix	Gold Medal	10314	300	6/6#					
36	Cake mix, Devil's Food	Gold Medal	11112000	150	6/5#					
37	Cake mix, yellow	Gold Medal	10154	200	6/5#					
38	Pancake mix, complete	Krusteaz	000 4144910182	300	25# bag					
39	Rich's Better Crème Vanilla Icing	Rich's	2647	30	4/cs 8.8#					
40	Rich's Better Crème Chocolate Icing	Rich's	6576	10	4/cs 8.8#					
41	Rich's Heat-N-Ice Vanilla Icing	Rich's	9976	75	12#					
42	Rich's Heat-N-Ice Chocolate Icing	Rich's	9977	30	12#					
43	Ready to Spread Chocolate Fudge Icing	Gold Medal		50	2/11# pail					
44	Ready to Spread Vanilla Icing	Gold Medal		50	2/11# pail					
45	Multi-Grain Cheerios	General Mills	11977	150	4/29oz/cs					
46	Cocoa Puffs	General Mills	11999	200	4/35oz/cs					
47	Golden Grahams	General Mills	11989	100	4/43.5oz/cs					
48	Lucky Charms	General Mills	11998	300	4/35oz/cs					
49	Rice Chex GLUTEN FREE	General Mills	13325000	80	8.25lbs					
50	Cinnamon Toasties	Malt o Meal	#09831	250	6/32oz					
	or									

	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (cs)	Size	Vendor Landed Price (includes freight)	Mark up %	URI Cost per lb	URI Cost per case
51	Cinnamon Toast Crunch Bulk	General Mills	1181300	250	4/45oz				
52	Frosted MiniWheats	Kellogg's	38000-04991	75	4/56oz				
53	Raisin Bran	Malt o Meal	#09816	100	6/36oz				
54	Frosted Flakes	Kellogg's	38000-01591	150	4/40oz				
55	Low Fat Granola Crunchy Oat Clusters	Kellogg's	38000-49834	600	4/50oz				
56	Honey Oat Granola - Gluten Free	Grandy Oats	395803	25	5/32oz				
57	Fruity Dino-Bites	Malt o Meal	#09828	300	4/46oz				
58	Captain Crunch	Quaker	43140	350	4/2.5#/cs				
59	Oatmeal Bulk "old-fashioned"	Quaker	43293	100	12/42oz				
60	Instant Oatmeal, regular flavor	Quaker		80	48 individual/cs				
61	Saltine crackers	Westminster Brand or equal		50	300 2pkt/cs				
62	Soup/Oyster crackers - large	Westminster Brand		160	150-1/2 oz				
63	Cracker Barrel assortment	Westminster Brand or equal		80	2 crk/pkg/400pks/cs				
64	Crushed Hi-Ho crackers			200	10lbs or equal				
65	Oreo sandwich cookies	Nabisco or Equal		100	(4ct) 120/1oz/cs				
66	Apple pie	Chef Pierre	9270	275	6/49oz/cs				
67	Blueberry pie	Chef Pierre or Equal	9282	125	6/47oz/cs				
68	Pumpkin pie	Chef Pierre or Equal	9276	50	6/44oz/cs				
69	Golden Italian Dressing	Ken's	858	50	4/1gal				
70	Cucumber Wasabi Dressing	Ken's	2204	25	2/1gal				
71	Tartar Sauce	Ken's	867	30	4/1gal				
72	Mayonaise	Ken's	898	100	4/1gal				
73	Vegan Mayonaise	Just Mayo	JMO-04241	50	4/1gal				
74	Marinara	Stanislaus	#01704	2000	6/#10				
75	Full Red Concentrated Crushed	Stanislaus			6/#10				
76	White Balsamic Vinegar			40					
77	Sherry Vinegar			25					
78	Sweet Chili Sauce	Frank's Redhot or Equal	83119	80	4/1/2gal				
79	Hot Chili Sauce	Sriracha		50	12/18oz/cs				
80	Salsa Verde Sauce	Herdez	62145	25	6/68oz/cs				
81	Fish Sauce	Thai Kitchen		5	6/23oz/cs				
82	Kimchi	Momoya or Equal		5	24/2oz/cs				
83	Korean Chili Paste	Huy Fong or Equal		10	6/18oz/cs				
84	Szechwan Sauce	Chef Myron	5303433	300	2/64oz/cs				
85	Premiere Terriyaki Sauce	Chef Myron	5303417	500	2/64oz/cs				
86	Dijon Mustard			10	6/9#				
87	Mustard	Grey Poupon		20	6/24oz				
88	Whole Grain Mustard	Grey Poupon or Equal		10	6/24oz				
89	Canon Ball BBQ Sauce	Ken's	#0784	325	4/1gal				
90	Kalamata Olives			20	9# pail				
91	Soy Sauce, gluten free	Kikkoman or Equal		250	6/10oz/cs				
92	Soy Sauce, gluten free	Kikkoman or Equal	#00157	250	6/1/2gal				
93	Vegetable Blend Pulse Melange	Path of Life	4438947	50	6/2.5#				
94	Grain Blend 5-Way	Path of Life	4438911	80	6/2.5#				
95	Korean Style Quinoa and Brown Rice	Path of Life	4438956	60	6/2.5#				
96	Wild Albacore Tuna in Water	Wild Planet	#00077	150	6/43oz/cs				
97	Thai Green Coconut Curry Sauce	PGI or Equal	17006	20	4/4#/cs				
98	Blended Oil	Corto	20701	300	10L				
99	Semi Sweet Chocolate Chips	Hershey or Nestles		100	25# box				
100	White Chocolate Chips	Hershey or Nestles		50	25# box				
101	Lemon Juice			25	12/32oz/cs				
102	Lime Juice			25	12/16oz/cs				
103	Hazelnut Spread Tub	Nutella		300	2/6.6#				

	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (cs)	Size	Vendor Landed Price (includes freight)	Mark up %	URI Cost per lb	URI Cost per case
104	Peanut Butter - Smooth	Teddy's		180	6/4#				
105	Honey			30	6/5#				
106	Quinoa Golden Fully Processed Conventional			100	2/5# cont				
107	Fettuccine Pasta	Barilla	1000-354006	20	2/10#				
108	Farfalle Pasta	Barilla	1000-44065	20	2/10#				
109	Rigatoni Pasta	Barilla	1000-440083	60	2/10#				
110	Ziti Pasta	Barilla	1000-440074	400	2/10#				
111	Medium Shell Pasta	Barilla	1000-013692	240	2/10#				
112	Elbow Pasta	Barilla	1000-440041	250	2/10#				
113	Penne Rigate Pasta	Barilla	1000-440072	125	2/10#				
114	Spaghetti Pasta	Barilla	1000-338005	50	2/10#				
115	Whole Grain Penne, NOT PLUS	Barilla		125	2/10#				
116	Gluten Free, Penne Pasta	Barilla		50	12/12oz				
117	Gluten Free, Vegan Pizza Shell	Venice Bakery	GF-10P-24-PAN	50	24/cs				
118	Gluten Free, 12-Inch Wrap	Kontos	11570	20	72/40oz/cs				
119	Gluten Free, White Sandwich Bread	UDI		60	6/cs				
120	Gluten Free, Wheat Sandwich Bread	UDI		40	6/cs				
121	Gluten Free, Plain Bagels	UDI		120	24 packs				
122	Gluten Free, Blueberry Muffins, individually wrapped	UDI		50	36/3oz				
123	Gluten Free, Double Chocolate Muffins, individually wrapped	UDI		25	36/3oz				
124	Gluten Free, Hot Dog Bun	UDI		35	24/cs				
125	Gluten Free, Hamburger Bun	UDI		65	24/cs				
126	Gluten Free, Brownies	David's	76030	30	48/cs				
127	Gluten Free, Chocolate Chip Cookies	David's	76021	30	24/cs				
128	Gluten Free, Original Waffles	Van's		25	12/8oz				
129	Smart Balance Cups	Smart Balance	17339-SBN	100	600/5gm				
130	Artichoke Hearts, whole, quartered			150	6/#10				
131	Sliced Water Chestnuts	Roland or Empress	42710	50	6/#10				
132	Sliced Banana Peppers	Roland or Coolcrisp	45778 or 259934	200	4/1gal				
133	Roasted Red Peppers	Roland or Equal	45650	280	12/27.5oz				
134	Straw Mushroom Pieces	Roland or Equal	44406	30	6/#10				
135	Mandarin Oranges - Premium Whole Segments	Roland or Equal	64046	125	6/#10				
136	Basmati Rice	Roland or Equal		100	20#				
137	Short Grain Rice	Roland or Equal		100	20#				
138	Jasmine Rice	Roland or Equal		100	20#				
139	Polenta, Yellow Medium Grain	Roland or Equal	72160	30	4/5lbs				
140	Guacamole	Wholly	37880	500	4/4#				
141	Avacados, sliced, peeled & halved frozen			100	48/1.5oz				
142	Lomein Noodles	Amoy	6104	200	4/5#				
143	Pre-cooked Vegan Ravioli w/egg free pasta	Carla's	5228	140	200/.65oz/cs				
144	Vegetable Patty w/ Black Bean & Sweet Potato, Veg	Jen's & Marie		120	32/4oz				
145	Alu Chole	Moonsoon Kitchen	PMK5002		2/4#				
146	Khatte Meethe Baig	Moonsoon Kitchen	PMK5005		2/4#				
147	Cinnamon Twist	Dimitria Delights or Equal		50	60/3oz/cs				
148	Whipped Topping	Rich's	049800 08011	100	12/32oz				
149	Biscuits, 2.75"	Pillsbury	#06252	60	216/2.2oz				
150	Pesto Sauce, Gluten Free, no nuts	Casa Diliso	11495	250	2/32oz				
	or								
	Basil Pesto, Gluten Free, no nuts	Carla's	#00021605014049	250	3/30oz				
151	Fire Roasted Pesto Sauce, Vegan Gluten Free	Casa Diliso	30287	120	2/32oz				
152	Sun Dried Tomato Pesto Sauce, Vegan Gluten Free	Casa Diliso	71573	150	2/32oz				
153	Cilantro Pesto Sauce	Casa Diliso		10	2/32oz				
154	Chipolte Pesto Sauce	Carla's	6400	75	2/64oz				

100829_COST_PROPOSAL_Market_Basket		Market Basket B - Frozen								
	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (lbs or cs)	Size	Vendor Landed Price (includes freight)	Mark up %	URI Cost per lb	URI Cost per case	
1	Frozen Whole Eggs	Pappettis	46025-65123	1600 cs	6/5#					
	or	Deb EI	5000-94063	1600 cs	6/5#					
2	Frozen Egg Whites	Pappettis	46025-50100	600 cs	6/5#					
	or	Deb EI	50010-94063	600 cs	6/5#					
3	French Fries, Evercrisp 5/16" X 3/8"	Oreida	1028	2000 cs	6/5#					
	or									
4	French Fries, Regular Cut 3/8"	Lamb Wesson	S57	2000 cs	6/5#					
5	French Fries, Straight Cut, Skin on	Cavendish	100 56210 04585	1600 cs	6/5#					
6	Waffle Fries	McCain's	MCL03623	600 cs	6/4.5#					
	or	Lamb Wesson	D23	600 cs	6/4.5#					
7	French Fries, Harvest Splendor, Sweet Potato	McCain's	MCF05004	600 cs	6/2.5#					
8	French Fries, Curly	McCain's	MCL03622	750 cs	4/6#					
	or	Simplot	47014	600 cs	6/5#					
	or	Lamb Wesson	24322	600 cs	6/5#					
9	Hashbrown Patty	McCain's	589	600 cs	120/2.25oz					
	or	Simplot	43301	600 cs	120/2.25oz					
	or	Cavendish	34217	300 cs	240-2.25oz					
10	Tater Tots	Ore-Ida	215	500 cs	6/5#					
	or	Lamb Wesson	H30	500 cs	6/5#					
11	Pizza Dough, 7", Proofed	Villa Prima	73035	1800 cs	72/cs					
12	Pizza Dough, 16", Proofed	Ultimo Supreme	031721/79005	800 cs	18/cs					
13	Hamburger Pattie, 3.2 Oz IQF	Burger Maker	2120W	3000 cs	10#					
14	Chicken Wings	Tyson	2638	1600 cs	2/5#					
15	Chicken Nuggets, Tempura	Pierce	111324	800 cs	10#					
16	Chicken Breast, Fire Brasied, Grilled	Hormel	46750	8000#	36/4oz					
17	Chicken , Popcorn	Brakebush	5571	4000 cs	2/5#					
18	Chicken Filet	Tyson	038313-0928	2000 cs	40/4oz					
19	Chicken Tenderloin	Tyson	1572	1000 cs	2/5#					
20	Chicken, Low Sodium, Diced, Fully Cooked	Tyson	024160-0928	1200 cs	10#					
21	Chicken, Fire Braised Pulled Thigh, Boneless	Hormel	73004	2000#	lbs					
22	Chicken, Fried, Breaded, 8 Pc Pack	Purdue	80946	250 cs	15#					
23	Chicken Quarters, IQF	Tyson	1028	250 cs	48 Pieces					
24	Chicken Filet, 5 Oz Boneless, skinless	Tyson	10021160928	1800 cs	32/cs					
	or	Purdue	56540	1800 cs	32/cs					
25	Chicken Tinga	Hormel	37594	500 cs	4/5#					
26	Mozzarella Bread Sticks, 3-1/4" Italian Breaded	Anchor or equal	50010122	1600 cs	6/3#					
27	Bacon, Precooked, 18/22 Style	Hormel	20174	2000 cs	288 Slices/cs					
28	Bacon Topping, Precooked	Tyson	45369	800 cs	2/5#					
	or	Hormel	30594	800 cs	2/5#					
29	Sausage Links, Pre-Brwnd, GF Low Sodium	Jones	018514	700 cs	10#					
	or	Hormel	69533	700 cs	10#					
30	Sausage Pattie, Pre-Brwnd, GF Low Sodium	Jones	018717	1000 cs	80/2oz					
	or	Hormel	63109	1000 cs	10#					
31	Canadian Bacon, Sliced	Hormel	32910	500#	lbs					
32	Sausage Links, Cooked Sweet Italian	Kayem or equal	2307	150 cs	10#					
33	Pork Carnita	Hormel	37785	6500#	lbs					
34	Pork, Smoked	Kayem	1534	350 cs	2/5#					
35	Pork Loin Roast, center cut, US #1, frzn	Clemen's Farm	1832	6500#	10-12#					
36	Pork Spareribs	Hatfield	1252	6500#	lbs					
	or	Butcher Block		6500#	lbs					
37	Pork Chops, center cut, 6 Oz	Butcher Block		350	24/6oz					

	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (lbs or cs)	Size	Vendor Landed Price (includes freight)	Mark up %	URI Cost per lb	URI Cost per case
	or	Hatfield	1908	320	10#				
38	Ham, Roasting, Cooked	Hatfield or equal	2363	1500#	lbs				
39	Turkey Breast, Fully Cooked	House of Raeford	91514	8000#	lbs				
	or	Longmont Superior	462	8000#	lbs				
	or	Cargill	20109	8000#	lbs				
	or	Carolina	81082	8000#	lbs				
	or	Golden Legacy	46800	8000#	lbs				
40	Pepperoni, Sliced, no irregular pieces			4000#	lbs				
41	Beef Brisket, Frozen, BBQ, fully cooked	Hormel	14602	3800#	lbs				
42	Flat Iron Steak, Choice			4200#	lbs				
43	Shaved Steak, Extra Lean	Old Neighborhood	MAP 12-1	200 cs	2/5#				
	or	Thin & Trim	885	200 cs	10#				
44	Beef Chuck,Cooked, Boneless, Short Ribs			3200#	lbs				
45	Beef, Top Round, Split, rolled & tied, trimmed, boneless, choice, Cry-O-Vac, Fresh			2500#	lbs				
	GROUND BEEF, ground beef shall consist of chopped, fresh and/or frozen ground beef. Shall not include seasoning or added water. Product to be ground twice and shall not contain more than								
46	20% fat. Frozen			12000#	lbs				
47	All Beef, Italian Meatball 1 Oz, No Soy Added, Frozen			14000#	lbs				
48	Beef Pot Roast	Kayem	1530	12000#	lbs				
49	Beef, lean, sirloin, tri tip, cubed 1" x 1"			450	10#				
50	Frankfurters, 8-1, Skinless, No Variety meats or beef by-products	Kayem	1041	250	10#				
51	Cod, Shatter Pack, MSC Certified 8/16 Oz	High Liner or Equal	21023059	85	45#				
52	RI Calamari, Wild Caught, Fully Cleaned, Rings Only	Town Dock		700 #	40oz				
53	Sea Scallops, Wild Caught, 30-34 Ct, No more than 10% pump	Baywinds		750 #	2/5#				
54	Shrimp, 26/30 Ct, Peeled & Deveined,Raw, Product of USA			8500	lbs				
55	Veal, Cutlet, Pounded	Roma	7114	1700	40/4oz				
56	Eggplant, Breaded Cutlets	Domenic or Equal	1060	900	10#				
57	Turkey Breast, Golden Style	Thin & Trim	0715	13000#	lbs				
58	Turkey Breast, Sliced	Thin & Trim	7209	13000#	lbs				
59	Roast Beef	Thin & Trim	579	7000#	lbs				
60	Ham, Virginia, Deli	Thin & Trim	0612	7000#	lbs				
61	Ham, Virginia, Deli, Sliced	Thin & Trim	6129	7000#	lbs				
62	Empanadas, Beef & Cheese	El Monterey	73053	400 cs	24/3oz				
63	Empanda, Chicken & Cheese	El Monterey	73056	400 cs	24/3oz				
64	Vegan Cutlet, Breaded	Mon Cuisine	05-VCVEG	200 cs	60/cs				
65	Dumplings, Chicken Teriyaki	TMI	261259	200 cs	150/.8oz				
66	Dumplings, Edamame	TMI	261587	200 cs	150/.9oz				
67	Eggrolls, Buffalo Chicken	TMI	702394	400 cs	50/3oz				
68	Eggroll, Philly Chesse	TMI	207011	401 cs	50/3oz				
69	Spring Roll, Veggie	TMI	702028	402 cs	100/2oz				
70	Corn, Whole Kernal, Frozen	Simplot	10071179187097	403 cs	20#				
	or	Regal	26786	404 cs	12/2.5#				
71	Peas, Sweet, Frozen	Simplot	10071179189251	405 cs	20#				
72	Tortellini, Cheese	Carla's	1040	600 cs	4/3#				
	or	Pede Bros	12219	600 cs	900/cs				

	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (lbs or cs)	Size	Vendor Landed Price (includes freight)	Mark up %	URI Cost per lb	URI Cost per case
73	Ravioli, cheese, each dozen to contain 4.5 oz pure ricotta cheese and seasoning. Packed in poly bags 25 dz/cs	Carla's	1360	100 cs	8.5#				
	or	Pede Bros	12200	100 cs	200/cs				
74	Rigatoni, cheese stuffed, precooked	Pede Bros	12205	250 cs	200/cs				
75	Stuffed Shells, 3 Oz each, packed in poly bags, filled with 2.5 Oz pure ricotta cheese amd seasonings	Carla's	1300	250 cs	96/2.75oz				
	or	Pede Bros	11166	250 cs	72/7.25oz				
76	Turkey Meatball, Fully Cooked. .5oz			5000#	2/5#				
77	Three Bean Veg Chili	Kettle Cuisine	700260	50 cs	2/8#				
78	N.E. Clam Chowder	Kettle Cuisine	700000	50 cs	2/8#				
79	Seafood Chowder	Kettle Cuisine	700003	25 cs	2/8#				
80	Chicken, Vegetable & Rice Soup	Kettle Cuisine	700067	20 cs	2/8#				
81	Butternut Squash & Apple Soup	Kettle Cuisine	700050	80 cs	2/8#				

100829_COST_PROPOSAL_Market_Basket		Market Basket C - Refrigerated								
	Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (lbs or cs)	Size	Vendor Landed Price (includes freight)	Mark up %	URI Cost per lb	URI Cost per case	
1	Mozzarella Cheese, Shredded, part skim	Sorrento or Equal	74030-16080	30,000#	6/5#					
2	American Cheese, White, Sliced,	Land O Lakes or Equal		25,000#	160 slices/5#					
3	Provolone Cheese, Salami style, unwaxed			7,500#	12#					
4	Ricotta Cheese, part skim			3,600#	3#					
5	Monterey Jack Cheese, Block			3,000#	10#					
6	White Cheddar, Sliced			3,000#	lbs					
7	Cheddar Cheese, Shredded, Natural Color			16,000#	5#					
8	Cheddar Cheese, Sharp, Block, Natural Color			1,500#	lbs					
9	Goat Cheese				2.2# loaf					
10	Feta Cheese			2,000#	8# or 9# pail					
11	Pepper Jack Cheese, Read-Pac	Land O Lakes		2,000#	6/1.5#					
12	Swiss Cheese, Domestic or Imported Blocks			3,000#	8#					
13	Asiago Cheese, Shredded			1,000#	lbs					
14	Queso Fresco Cheese, blocks or crumbles	V & V Supremo	203-0125	1,000#	6/2#					
15	Parmesan Romano Blend Grated Cheese	Barbera or Equal		250 cs	12/1#/cs					
16	Butter "AA" reddies, 90 cut, 93 score			100 cs	15#/cs					
17	Butter, reddies, foil wrapped			25 cs	17#/cs					
18	Butter, "AA" one pound solids, 93 score			120 cs	36#/cs					
19	Beef Base GF	Custom Culinary Master's	03176ECPZ	25 cs	20#/cs					
20	Clam Base GF NO MSG	Custom Foods	9517	50 cs	6/1#/cs					
21	Chicken Base GF	Custom Culinary Master's	01176ECPZ	51 cs	20#/cs					
	or	Minor's	12072224	52 cs	4/5#/cs					
22	Maripox Base (Vegetable Base) GF	Custom Culinary Master's	9801EGLDZ	150 cs	6/1#/cs					
	or	Minor's	11003276	150 cs	6/1#/cs					
23	Dressing, Ceasar Creamy	Cardini	6007	150 cs	4/1 gal/cs					
24	Dressing, Blue Cheese	Ken's	8653	100 cs	4/1 gal/cs					
	or	Marzetti	83788	100 cs	4/1 gal/cs					
25	Dressing, Apple Vinaigrette	Ken's	0228	50 cs	4/1 gal/cs					
26	Dressing, Ranch	Kraft		170 cs	4/1 gal/cs					
27	Pickle Slices, Dill	Heinz	632600	200 cs	6/10#/cs					
28	Pickle Spears, Kosher Dill	Patriot	50130	100 cs	300ct/pail					
	or	Regal		100 cs	300ct/pail					
29	Chef Heavy Cream	Anchor	113726	500 cs	12/1 qt/cs					
30	Chopped Garlic in Water	Polander or Equal		200 cs	6/25oz/cs					
31	Hummus, Plain	Cedar's or Sabra or Equal		2,000#	5# containers					
32	Hummus, Red Pepper	Cedar's or Sabra or Equal		1,600#	5# containers					

100829_COST_PROPOSAL_Market_Basket		Market Basket D - Paper						
Item	Brand Name	Manufacturer UPC (if available)	Annual Volume (rolls or cs)	Size	Vendor Landed Price (includes freight)	Mark up %	URI Cost per lb	URI Cost per case
Wrap Plastic 18" X 2000'	Certo	18VW2	200	roll				
Wrap Plastic 12" X 2000'	Certo	12VW2	100	roll				
Wrap Foil 18"x 500', Heavy Duty			75	roll				
Parchment Paper Liners, 16-3/8" x 24-3/8"	Quinlon	29001	120	1000/cs				
Bag Liners 43 x 48, 56 Gallon, 22 Mic			600	150/cs				
Pizza Boxes, 10"x 10"x 2", Quality Carton Clay	QCC	7010SP	1000	100/cs				
Napkin 1/4 fold, 1 ply, white	Main Street Express	DX900	600	12/500/cs				
Waxed Deli Paper, 12"x12", blue	Bagcraft	BCG057850	150	5000/cs				
Waxed Deli Paper, 12"x12", red	Bagcraft	BGC057700	150	5000/cs				
Foil Sandwich Bags 6" X 3/4" X 6 1/2"			40	1000/cs				
Foil Sandwich Bags 6" X 3/4" X 6 1/2", Blue			50	1000/cs				
Foil Sandwich Bags 6" X 3/4" X 6 1/2", Yellow			60	1000/cs				
Compostable 7" Round Plate	Green Wave Ovation	OV-P007	100	8/125/cs				
Compostable 10" Round Plate	Green Wave Ovation	OV-P010	350	4/125/cs				
Compostable Fork, Full-Size, White	Green Wave Epoch	FORK-WHT	200	20/50/cs				
Compostable Knife, Full-Size, White	Green Wave Epoch	KNIFE-WHT	100	20/50/cs				
Compostable Spoon, Full-Size, White	Green Wave Epoch	SPOON-WHT	200	20/50/cs				
Bakery Bags, # 8, Double Waxed, White			75	1000/cs				
Paper Straws			200	24/100/cs				
Savaday, #300, 9" x 7", White	Huhtamaki	10405	75	500/cs				
35% Recycled, To-Go Box, 7.75" X 5.5" X 3.5"	Bioplus Earth	#4	75	160/cs				
Plastic Forks, Medium Weight Polystyrene	Georgia-Pacific Smartstock	SSF51	150	24/40/cs				
Plastic Spoon, Medium Weight Polystyrene	Georgia-Pacific Smartstock	SS51	150	24/40/cs				
Plastic Knife, Medium Weight Polystyrene	Georgia-Pacific Smartstock	SSK51	75	24/40/cs				
Hot Paper Cups, 8 Oz, White	Dart Solo	378W-2050	350	1000/cs				
Plastic, Tear Tab Lid for 8 Oz hot cup	Dart Solo	LB3081	10	1000/cs				
Hot Paper Cups, 12 Oz, White	Dart Solo	412WN-2050	10	1000/cs				
Hot Paper Cups, 16 Oz, White	Dart Solo	316W-2050	10	1000/cs				
Plastic, Tear Tab Lid for 12 & 16 Oz hot cup	Dart Solo	LB3161	10	1000/cs				
Plastic Cold Cup, 12 Oz, Ultra Clear	Dart Solo	TP12S	50	1000/cs				
Plastic Cold Cup, 16 Oz, Ultra Clear	Dart Solo	TP16D	100	1000/cs				
Plastic Cold Cup, 24 Oz, Ultra Clear	Dart Solo	TD24	50	1000/cs				
Plastic Cold Lid, with straw slot	Dart Solo	626TS	200	1000/cs				
Plastic Tumbler, 9 Oz Squat	Comet	T9S	150	500/cs				
Plastic Platter, 12"	Sabert	9012	25	36/cs				
Plastic Dome, 12"	Sabert	5512	25	36/cs				
Plastic Platter, 16"	Sabert	9016	25	36/cs				
Plastic Dome, 16"	Sabert	5516	25	36/cs				
Plastic Platter, 18"	Sabert	9018	25	36/cs				
Plastic Dome, 18"	Sabert	5518	25	36/cs				

100829_COST_PROPOSAL_Market_Basket

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
Dry Goods/Canned	%	%
Frozen Foods	%	%
Dairy	%	%
Commodity Items	%	%
Fresh Meats/Poultry/Seafood	%	%
Paper Supplies	%	%
Cleaning Supplies*	%	%
Specialty Items* (Non-stock and special order)	%	%

*Cleaning Supplies and Specialty Items are not a part of this bid; however the bidder is encouraged to submit a mark-up %.

University of Rhode Island

GOODS AND SERVICES AGREEMENT

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

This Goods and 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 Goods and Services Agreement, and all documents attached hereto and/or incorporated herein by reference, including the "Description of Goods and Services" attached hereto as Attachment I, the "University Of Rhode Island Standard Goods and Services 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 Goods and 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 Goods and Services. The goods and services to be provided by the Vendor, the agreed upon deliverables and performance schedules, and the compensation to be paid the vendor, are set forth in the document entitled "Description of Goods and Services" 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 Goods and Services

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

Attachment III: Insurance Requirements for Incoming Certificates to the University of Rhode Island For Vendors and Contractors

Attachment IV: [Specify, if any]

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

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

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

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

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

THE UNIVERSITY OF RHODE ISLAND ("University")

By: _____
Name:
Title:
Date:

_____ (**"Vendor"**)

By: _____
Name:
Title:
Date:

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

a. For URI:

b. For Vendor:

ATTACHMENT I

Description of Goods and Services

1. Goods

a. **Description of Products/Items Being Sold/Purchased**

b. **Prices(s)**

2. Services

a. **Description of work/services to be provided by Vendor**

b. **Work Schedule**

c. **Compensation for Services**

ATTACHMENT II

University of Rhode Island Standard Goods and Services Agreement Terms & Conditions

I. Terms and Conditions Applicable to the Purchase of Both Goods and Services

1. Definitions.

- a. "Agreement" has the meaning as defined above in the Services Agreement to which this document (i.e. these "University of Rhode Island Standard Services Agreement terms and Conditions") is attached.
- b. "Claim" means any unmet request or demand by either University or Vendor seeking payment or other relief in connection with the terms and conditions of this Agreement, including disputes and matters in questions between University and Vendor arising out of or relating to this Agreement.
- c. "Fee Proposal" means the fee proposal submitted by Vendor to University in response to a request for a fee proposal for a Scope of Services.
- d. "Goods" means any products or tangible or intangible (e.g. software) items being sold or provided by the Vendor which are described in Attachment I and in the Purchase Order and Purchase Change Orders.
- e. "Initial Decision Maker" means the Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., or his or her designee, who will serve as the initial decision maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations.
- f. "University" means the University of Rhode Island a public institution of higher education with its principal campus located in Kingston, Rhode Island.
- g. "Person" means any partnership (including limited partnerships), corporations, limited liability companies, governmental authorities, trusts, and all other legal entities, as well as natural persons.
- h. "Purchase Order" means the Purchase Order issued by University evidencing the selection of Vendor to perform the Services pursuant to the Solicitation.
- i. "PO Change Order" means a modification to the Purchase Order issued by University pursuant to the Solicitation accepting a Fee Proposal and authorizing a particular Scope of Services.
- j. "Project" means the project described in a particular PO Change Order.
- k. "Scope of Services" means the scope of services required for a particular project by the University and described in a Purchase Order as amended from time to time by a Purchase Change Order.
- l. "Services" means any and all professional services listed in Attachment I and 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.
- q. "Vendor" means the Vendor that executes and enters into this Agreement to perform the Services for University, and by such execution, agrees to be bound by all of the terms and conditions herein contained, and includes Vendor's subsidiaries, affiliates, successors, and assigns.

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

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

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

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

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

6. **Performance Standards.** Vendor will perform its services with the highest degree of care, skill, and diligence, and in accordance with the applicable professional standards currently recognized by such profession, and will be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and services furnished under this Agreement. Vendor will comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor will, without additional compensation, promptly correct or revise any errors or deficiencies in its reports, drawings, specifications, designs, and other items or services.

7. **Employees and Agents.**

a. **Personnel.** Any of Vendor's personnel or those of its Subcontractors specifically identified in a Fee Proposal or on the Schedule are considered essential to performance and may not be removed or replaced without the prior approval of University. All personnel employed or engaged by Vendor shall possess the necessary licenses and skills for performance under this Agreement, and University may require demonstration of such licenses and skills according to certification or qualification tests administered or approved by University. Use of outside personnel will be with the prior consent of and under conditions acceptable to University. Vendor will at all times enforce proper discipline and good order among the personnel under its control or supervision. University will have the right to require any Person observed to be failing, refusing, or unable to carry out Vendor's obligations, or any Person appearing in the sole judgment of University to be intemperate, incompetent, disruptive, or otherwise undesirable, in the discretion of University, to be removed from performance under this Agreement immediately upon the request of University and replaced by Vendor without charge to University.

b. **Subcontractors.** Vendor will not subcontract or delegate any portion of the Services without the prior consent of University. All portions of the Services that Vendor does not perform with its own personnel will be performed under agreements with Subcontractors that meet the requirements of this Agreement. The names, addresses, and a description of the services of all Subcontractors are listed on the Schedule. University will also have the right to require that Vendor engage particular Subcontractors to perform any of the Services. By an appropriate written agreement, Vendor will require each Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Vendor by the terms of this Agreement, and to assume toward Vendor all the obligations and responsibilities which Vendor, by this Agreement, assumes toward University. Such agreement shall preserve and protect the rights of University under this Agreement with respect to the Services to be performed by the Subcontractor.

8. **Representatives.**

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

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

9. **Audit.** University will have the right, during performance of this Agreement and for a period of three (3) years after final payment, at such reasonable times and places as the State may designate, to examine or cause to have examined Vendor's records, including computerized data files and programs using computer equipment under Vendor's supervision or control, to verify all direct

charges, expenses, and disbursements invoiced to University. University's right of examination shall extend to any subcontract, and Vendor will include such provision in each such subcontract. University reserves the right to recover from Vendor any amounts which it has overpaid to Vendor under this Agreement.

10. **Progress of the Services.**

a. **Progress.** Vendor will furnish schedules and progress reports requested by University to provide verification and reasonable assurance of full and timely performance, as set forth in this Agreement.

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

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

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

a. **Absence of Restrictions.** Vendor is under no contractual or other obligation or restriction which is inconsistent with Vendor's execution of this Agreement or the performance of the Services. During the Term, Vendor will not enter into any

agreement, either written or oral, in conflict with Vendor's obligations under this Agreement.

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

Vendor of the right to retain electronic data or other reproducible copies or the right to reuse information in them in the normal course of Vendor's professional activities. Reuse on other projects without Vendor's professional involvement will be without liability to Vendor on such other projects. In the event University uses the instruments of service without retaining, directly or indirectly, the author of the instruments of service, University release Vendor and Vendor's Subcontractors from all claims and causes of action arising from such uses. The terms of this section shall not apply if University rightfully terminates this Agreement for cause. All of the plans, specifications, reports, documents, and other materials (whether in written form or on magnetic media) produced in connection with this Agreement shall belong exclusively to University and shall be deemed to be works made for hire. To the extent that any of these materials may not, by operation of law, be works made for hire, Vendor hereby assigns to University the University ship of copyright in these materials, and University shall have the right to obtain and hold in its own name or transfer to others, copyrights, and similar protection which may be available in such materials.

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

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

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

15. Compliance with Law.

- a. **General Requirements.** The Services, and the performance of the Services by Vendor, will comply with the terms and conditions of the Solicitation, this Agreement, the Purchase Order, any PO Change Order, all applicable federal, state, and local law, all of which are incorporated into this Agreement by this reference. This obligation extends to Vendor's agents and Subcontractors. Vendor's Subcontractors will be licensed in accordance with all applicable law, and Vendor will be responsible to: (i) procure all certificates of inspection; and (ii) to apply all charges and fees and to give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.
- b. **Rules and Regulations.** At all times during the Term, Vendor will comply with all rules and regulations promulgated by the State from time to time applicable to Persons that contract with the State, the General Conditions of Purchase of University, and purchasing policies and procedures of the University of Rhode Island.

16. **Adequate Assurance of Future Performance.** University may require Vendor to provide University with adequate assurance that Vendor will perform its obligations in a timely fashion in accordance with this Agreement. In the event that University requests that Vendor provide adequate assurance, or a statement by Vendor that Vendor cannot or will not perform in a timely fashion in accordance with this Agreement, or any act of omission of Vendor which makes it, in University's judgment, improbable at the time that Vendor will perform in accordance with this Agreement shall permit University to terminate the Agreement.
17. **Timeliness.** Time is of the essence of this Agreement. Vendor will perform the Services in such manner as to ensure their completion in accordance with the timetable set forth in any PO Change Order. University shall not be liable to Vendor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy against University for delays shall be the allowance of additional time for completion of the Services.
18. **Assignment.** This Agreement may not be assigned by Vendor without the prior consent of University. Any attempt to assign any rights, duties, or obligations which arise under this Agreement without such consent will be void.
19. **Indemnification.** Vendor shall defend, indemnify, and hold the State, the University and its governing board and council, Board of Education and Council on Postsecondary Education, harmless from and against any and all claims, demands, causes of action, losses, obligations, damages, judgments, liabilities, or other costs and expenses (including attorneys' fees) incurred by the State, and/or University, that, directly or indirectly, arise out of or result from: (i) Vendor's breach of any provision of this Agreement; or (ii) the acts or omissions of Vendor, its Subcontractors, and their employees or agents.
20. **Third-Party Beneficiary.** The State and the Council on Postsecondary Education are each disclosed third-party beneficiaries of this Agreement and shall have all of the rights and benefits to which such a party is entitled hereunder. No provision of this Agreement will in any way inure to the benefit of any other third person so as to constitute any such Person a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
21. **Notices.** All consents, approvals, authorizations, notices, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, or by electronic mail to the parties in care of the representatives and at the addresses listed in the Services Agreement. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided in this section shall be deemed to be the date of receipt of the notice, demand or request sent. By notice sent in the manner set forth herein, University and Vendor shall have the right from time to time and at any time during the Term to change their addresses for notices and each shall have the right to specify as its address for notices any other address within the United States of America.
22. **Relationship.** Nothing in this Agreement is intended to or shall constitute either party as an agent, legal representative, partner, joint venturer, franchisee, employee, or servant of the other for any purpose. Vendor is an independent contractor and responsible for all acts and omissions of its employees, agents, and Subcontractors. Contractor is solely responsible for withholding and paying any and all federal, state, and local taxes, social security payments, and any other taxes or payments which may be due incident to payments made by University for the Services. No act or order of University shall be deemed to be the exercise of supervision over, or control of performance of, Vendor hereunder.
23. **Further Assurances.** Vendor will do all acts and things and make, execute, and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.
24. **Validity.** In the event that this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
25. **Claims and Governing Law.** The provisions of this section shall govern all Claims. This Agreement has been entered into in the state of Rhode Island and all questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of this state, without reference to its choice of law provisions.
- a. **Initial Decision.** An initial decision shall be required as a condition precedent to mediation and binding dispute resolution of any Claim arising prior to the date final payment is due. The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim and will take one or more of the following actions: (i) request additional supporting data from the claimant or a response with supporting data from the other party; (ii) reject the Claim in whole or in part; (iii) approve the Claim; (iv) suggest a compromise; or (v) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim, or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either: (i) provide a response on the requested supporting data; (ii) advise the Initial Decision Maker when the response or supporting data will be furnished; or (iii) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part. The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall: (i) be in writing; (ii) state the reasons therefor; and (iii) notify the parties of any change in the terms of this Agreement. The initial decision shall be final and binding unless either party pursues mediation pursuant to the provisions of the following subsection.
- b. **Mediation.** University and Vendor shall use their best efforts to resolve any Claim not resolved by the provisions of the preceding subsection by mediation, as a condition precedent to binding dispute resolution. Either party may, within thirty (30) days from the date of an initial decision, apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other parties, with a request for the court to appoint a mediator, and the costs of the mediator and any filing fees shall be borne equally by all of the parties. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- c. **Arbitration.** Any Claim subject to, but not resolved by, mediation shall be subject to the method of binding dispute resolution determined in accordance with the provisions of the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 et seq., the "Public Works Arbitration Act, "R.I. Gen. Laws §§ 37-16-1 et

seq., the "Administrative Procedures Act," R.I. Gen. Laws §§ 45-35-1 et seq., and the State of Rhode Island Procurement Regulations. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The requirement to arbitrate shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

II. Additional Terms and Conditions applicable to the Purchase of Goods

28. Acceptance and Limitations. The Order shall be deemed accepted by Vendor on the earlier of (a) shipment of goods ordered, in total or in part, or (b) within ten (10) days of issuance by the University, absent written notification to the University of non-acceptance. These Terms and Conditions constitute the final, complete and exclusive statement of the agreement between Vendor and the University. No modification, addition or condition stated by Vendor in accepting or acknowledging this Order shall be binding upon the University if in conflict with, inconsistent with, or in addition to the Terms and Conditions contained herein unless expressly approved in writing by the University. The University hereby notifies Vendor of its objection to any terms and conditions stated by Vendor, whether material, which are additional to or otherwise different from those contained herein. The Terms and

Conditions of this Order shall prevail notwithstanding any such additional, different or conflicting terms. No failure or delay of the University to exercise any right hereunder shall establish a course of conduct that will operate as a waiver of such right or of any other right hereunder.

29. Substitutes. Should the Vendor wish to substitute another product for a product specified by the University, whether or not such phrases as "or equal", "equivalent to", or "based on" are used, Vendor shall request the University's approval which shall be granted or withheld in its sole discretion.
30. Packing. The University's purchase order number and specific delivery location must appear on the outside of each package and on all packing slips, bills, invoices, bills of lading or other shipping receipts and allied papers for each shipment. A packing slip must be included with each shipment. Except as expressly provided in the Order, Vendor shall pack, mark and prepare all shipments to meet the carrier's requirements, at Vendor's expense. Where multiple packages comprise a single shipment, each package shall also be consecutively numbered.
31. Timely Delivery. Time is of the essence in fulfillment of the Order. Shipment and delivery shall be made in accordance with the Order, provided, that if not addressed in the Order, delivery shall be made within ten (10) days of the University's issuance of the Order. In the event that Vendor fails, for any reason including unforeseen events such as fire, abnormal weather conditions not reasonably anticipated, acts of terrorism or acts of government, to comply with the schedule stated in this order, the University at its option may approve a revised schedule, reject any items not delivered within the specified time, or terminate any unfilled part of this Order without liability. The University is not required to accept partial or incomplete delivery. Acceptance of any part of the Order shall not bind the University to accept any future shipments or services. No acts of the University, including without limitation modifications of this Order or acceptance of late deliveries, shall operate as a waiver of this provision.
32. Quantity. The specific quantity of goods ordered shall not be changed without the University's consent. If Vendor is unable to ship the full amount of goods ordered, the University shall have the right to cover shortages at Vendor's expense. The University shall have no obligation with respect to goods shipped in excess of this Order. The University shall have the right to reject, return at Vendor's expense, sell for Vendor's account, or hold for Vendor's instructions, any goods exceeding the quantity ordered.
33. Inspection. The University shall have the right to inspect and test all goods delivered under the Order. Neither receipt nor payment for goods shall constitute acceptance. The University may reject any or all items that are nonconforming, as determined by the University's sole reasonable judgment. The University's failure to inspect shall not relieve Vendor of any of its responsibilities. Material shipped in quantities in excess of the University's stated requirements may be returned at Vendor's expense. Incorrect, non-conforming or damaged goods shall be returned to Vendor at Vendor's expense, and Vendor shall bear the risk of loss or damage to such goods until received by Vendor.
34. Quality Control. Vendor shall maintain an adequate quality control program so as to ensure that the goods meet the specifications provided by the University as to appearance and performance, and Vendor shall from time to time furnish the University at the University's request, results of such program. The University shall be entitled, before accepting or paying for the goods, to cause samples of the goods to be sent for testing at the expense of the Vendor to a testing laboratory located in the United States or elsewhere selected by the University. If in the judgment of the University, such tests indicate any failure of conformance with the requirements of this Order the University shall be entitled to any or all the remedies for nonconformance specified herein. The

University shall be under no obligation to inspect goods before resale.

35. Risk of Loss. Title and risk of loss shall remain with Vendor until such goods and/or services have been accepted in good condition by a duly authorized representative of the University.
36. Discount Terms. If cash discounts are offered and identified, such discount periods will be computed from the date of delivery of the goods ordered; or the date of the University's receipt of a correct and proper invoice, whichever is later. Payment or other terms identified on the Vendor's invoice which are contrary to those of the Order shall have no force and effect unless acted upon or approved in writing by the University. The University will make every effort to pay invoices within the terms prescribed in the Order; however, in no event will the University be obligated to pay late fees, penalties or interest for invoices paid outside the Order terms.
37. Tax Exemption. The University is generally exempt from federal, state and local taxes for purchases made in furtherance of its exempt mission, including Rhode Island sales and use taxes (Permit [189]) and federal excise taxes (Exemption No. [?]). Vendor shall not charge the University for any taxes in connection with the Order to the extent permitted by law. Without limiting the foregoing, the University will not be responsible directly or indirectly (including reimbursement to Vendor) for any property taxes assessed on any leased property under this Order. Vendor is familiar with and shall comply with the requirements applicable to claiming such exemptions. The University shall provide copies of exemption certificates upon request.

ATTACHMENT III

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

A. COMMERCIAL GENERAL LIABILITY

Bodily Injury and Property Damage

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

\$2,000,000 general Aggregate

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

B. COMPREHENSIVE AUTOMOBILE LIABILITY

Including Owned, Non-owned and hired vehicles

Bodily Injury and Property Damage

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

C. WORKERS COMPENSATION

Rhode Island Statutory Limits or evidence of appropriate self-insurance

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease Each Employee

D. UMBRELLA/EXCESS LIABILITY

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

\$5,000,000 excess of liability aggregate

E. PROFESSIONAL LEGAL LIABILITY

\$1,000,000 per claim

\$2,000,000 aggregate

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

**THE
UNIVERSITY
OF RHODE ISLAND**

**DIVISION OF
ADMINISTRATION
AND FINANCE**

THINK BIG  WE DO™

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



Important Notice

Please note that the address for the URI Purchasing Office has changed although we have **not** moved and are still located in the Dining Services Distribution Center building.

Our new address is: 10 Tootell Road

Due to the added extension of Plains Road, the street name where our building resides has been changed and is now considered an extension of Tootell Road.

Also please remember to **always** write the Bid No. and the Bid Date/Time on the upper left-hand side of your envelope:

Bid No: _____
Bid Date/Time: _____

TO MAIL YOUR BID: University of Rhode Island
P.O. Box 1773
Purchasing Department
Kingston, RI 02881

TO COURIER YOUR BID: University of Rhode Island
Purchasing Department
Dining Services Distribution Center
10 Tootell Road
Kingston, RI 02881-2010