UNIVERSITY OF WISCONSIN CONTRACT NO.: 1X-5XXX

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**INTRODUCTION**

# SECTION #1: SUBMITTAL INSTRUCTIONS

**INFORMATION IN SHADED BOXES WILL NOT APPEAR IN BID DOCUMENT. THE DOCUMENT IS INTENDED TO ASSIST AGENTS TO ESTABLISH CONTRACTS. IT INCLUDES CONDITIONS THAT ARE ROUTINELY USED AND SHOULD BE EDITED APPROPRIATELY. SEE** [IPP #23](http://www.bussvc.wisc.edu/purch/ipp/ipp23.html) **FOR MORE INFORMATION.**

**BIDS MUST BE DELIVERED TO:**

**Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218.**

**AGENT NOTE: Include instructions for submitting other number of copies of bid required.**

**NUMBER OF COPIES TO BE SUBMITTED:**

**\_\_\_ (#)** hard copies of the completed bids, including the signed original, may be mailed, delivered by Bidder, or by a third-party/courier service **in a sealed envelope or package with the RFB number on the outside.   \_\_\_\_ (#) CD/DVD/Flash Drive copies of the bid must also be submitted**. **[AGENT CHOOSE]**  Bids must be received and date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date. Bids not so date/time stamped shall be considered late.  **Late bids shall be rejected.**

**RETAIN A COPY OF YOUR BID RESPONSE FOR YOUR FILES**

**If hand delivering to Purchasing Services, please come to the *6th Floor Reception Desk in Suite 6101* and c**all 608-262-1526 for assistance.

Bids may be dropped off at Purchasing Services, **21 N. Park Street, Suite 6101, Madison, WI 53715-1218,** between the hours of 7:00 AM and 4:00 PM **prior** to the due date and time.

**AGENT NOTE: If accepting fax bids, be aware of sizeable price lists!**

**AGENT NOTE: Use Agent discretion if fax/e-mail bids are acceptable**

**FAXED OR E-MAILED RESPONSES WILL NOT BE ACCEPTED. [AGENT CHOOSE]**

 **[AGENT: CHOOSE]**

**If faxing or e-mailing,** the University will accept completed bids **[faxed to** **(608) 262-4467]** or **[e-mailed to** **bids@bussvc.wisc.edu****]** **[AGENT: CHOOSE]**, provided(i) they are date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date **(.)** **AND (ii) only one copy is required if [faxing or emailing] [AGENT: Choose] or the number of copies indicated above are mailed or hand delivered to Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218** **by 2:00 p.m. CST/CDT on the next business day following stated bid due date.] [AGENT: CHOOSE]**

Submitting a bid to any other e-mail address than **bids@bussvc.wisc.edu**does not constitute receipt of a valid bid by Purchasing Services.  Proof of transmission doesn't constitute proof of receipt.  E-mail submissions **must** be a scanned copy of the document with ACTUAL signatures and initials *(***not typed or electronic signatures***)*, or those pages that require signatures and/or initials must be signed and returned via fax (608-262-4467) and should be received prior to 2:00 p.m. **CST/CDT** on the stated due date.

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**VENDOR NOTE: FOR THE PURPOSES OF THE RETURN ADDRESS LABEL, IF THE ADDRESS IS THE SAME AS YOU LISTED ON THE REQUEST FOR BID FORM – YOU DO NOT NEED TO FILL OUT THE RETURN ADDRESS LABEL.**

**RETURN ADDRESS LABEL:**

Below is a label that can be taped to the outside of your sealed bid response. If returning your bid response by mail or in person, please fill out the information and tape to the outside of your bid package.

|  |
| --- |
| **OFFICIAL SEALED BID****NUMBER: 1X-5XXX****DUE DATE: XX/XX/XX TIME: 2:00 PM CST/CDT****SHIP FROM:****VENDOR NAME HERE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **SHIP TO:****UNIVERSITY OF WISCONSIN-MADISON****PURCHASING SERVICES****21 N PARK ST, SUITE 6101** **MADISON, WI 53715-1218** |

**BID RESPONSE: Section advises bidders what they are required to submit with their bid. The statement “failure to provide this information with your bid may...” gives you the opportunity to request a bidder to submit missing required documents provided they do not contain prices, within a specified time period. If you choose to request information or disqualify a bid, you must treat all bidders consistently. NOTE: A submitted bid MUST contain all of the prices, or MUST BE DISQUALIFIED.**

1. **BID RESPONSE REQUIREMENTS:**

 In order for your bid to be considered, the following forms/information must be completed and submitted as part of your bid response. Failure to provide these forms/information with your bid submittal may disqualify your bid.

1. Request for Bid Form **(signed)**

**AGENT NOTE: Specify if drawings/samples are required.**

2. Bidder Response Sheet (including attachments as requested on Bidder Response Sheet) (Attachment A)

3. Specifications, descriptive brochure and detail for the item(s) bid (Section 6) (Attachment B)

4. Itemized Bid List (Attachment C)

5. Vendor Information Sheet (Attachment D)

6. Client Reference List (Attachment E)

7. Certification of Site Visit form (Attachment H)

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# SECTION #2: GENERAL INFORMATION

Conditions of bid which include the word “must” or “shall” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification, condition of bid or provide a specific item/service on the Itemized Bid List, Purchasing reserves the right to delete that specification, condition of bid or item without having to complete the bid process again. **FAILURE TO MEET A MANDATORY REQUIREMENT SHALL DISQUALIFY YOUR BID. This contract bid document and the awarded bidder’s (Contractor’s) response information shall become the Contract.**

* 1. Purpose:

 The University of Wisconsin-Madison, hereinafter referred to as the "University", through its Purchasing Services Department, hereinafter referred to as "Purchasing," on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **[AGENT NOTE: Requesting Department if needed]** hereinafter referred to as "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_," requests bids for the purchase of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 All University of Wisconsin-Madison departments must be eligible to purchase from this contract.

 Residence Halls Food Service units provide students food on an item-priced food system and also provides catering services for University programs and special events.

 Wisconsin Union Food Service units provide students, faculty, staff and visitors food on an item-priced food basis and also provide catering services for University programs and special events.

Athletics provides food for student athletes, the suites at Camp Randall and the Kohl Center, the University Ridge Golf Course, concerts and other activities and events sponsored by the Athletic Department.

 See Specifications (Section 6 and Attachment B) and/or Itemized Bid List (Attachment C) for the minimum acceptable specifications for items/services desired. The estimated item quantities identified on the Itemized Bid List are for bid purposes only. The University does not guarantee to purchase any specific quantity or dollar amount. This Contract must not be construed as mandatory upon any University campus, State agency or municipality. The University reserves the right to issue separate bids when deemed in the best interest of the University.

 **[AGENT CHOOSE:]**

 The University reserves the right to negotiate with any contracted vendor(s) to establish additional discounts and/or lower prices for products determined to meet the requirements of a University-led initiative to set product standards. Contractor vendor(s) **(will) (may) [AGENT choose]** be asked to provide new, lower prices for these standard products and configurations for a limited, fixed term, to fall within the term of the contract resulting from this Request for Bid/Request for Proposal.

* 1. Definitions:

 The following definitions are used throughout this document:

 **Agent** means UW Madison Purchasing Agentresponsible for this Request for Bid. Full contact information can be found in Section 3.1.

 **Bidder** means a firm submitting a bid in response to this Request for Bid.

 **Contractor** means successful Bidder awarded the bid.

 **Department** means UW-Madison Department of \_\_\_\_\_\_\_\_\_\_\_.

 **DVB** means Disabled Veteran-Owned Business.

 **Local Food** means grown, produced and processed within 250 miles of Madison and within Wisconsin.

 **MBE** means Minority Business Enterprise.

**Purchasing** means the Purchasing Services Department in the Division of Business Services responsible for the procurement of goods and services on UW-Madison campus, located at 21 N. Park St., Madison, WI 53715.

 **RFB** means Request for Bid.

 **State** means State of Wisconsin.

 **University** and **UW** both mean University of Wisconsin-Madison.

 **WBE** means Woman-Owned Business Enterprise.

## **2.3 VendorNet Registration**

 Registration on the State of Wisconsin’s VendorNet System (<http://vendornet.state.wi.us>) is available free of charge to all businesses and organizations that want to sell to the state. Registration allows a vendor to:

 2.3.1 Register for a bidders list for commodities/services that the vendor wants to sell to the state.

 2.3.2 Receive an automatic e-mail notification each time a state agency, including the University of Wisconsin System campuses, posts a Request for Bid (RFB) or a Request for Proposal (RFP) with an estimated value over $50,000 in their designated commodity/service area(s).

 2.3.3 Receive an e-mail notification of addendums/amendments relative to the RFB or RFP.

 2.3.4 Only vendors registered, with a valid e-mail address, at the time the RFB or RFP is posted will receive e-mail notifications of addendums/amendments. Vendors who obtain the RFB or RFP from a third party; through the public notice website; or other means assume responsibility for checking for updates to the RFB or RFP.

**You must update your Vendornet Profile to continue to receive bid posting notifications. Please review this website for more details:** [**https://vendornet.wi.gov/GenProcurement/StrategicSourcing.aspx**](https://vendornet.wi.gov/GenProcurement/StrategicSourcing.aspx)

**ORDERS: This section is information to bidders. The commodity to be ordered will dictate the type of order that will be placed.**

**2.4 Orders:**

 Under this contract, Specific order(s), Contract blanket order(s), or Purchasing Card orders (defined below) may be issued to the Contractor(s). Bidder should identify method by which you will accept orders against this contract (e.g. e-mail, fax, internet, mail, phone, etc.).

 2.4.1 Specific order(s): issued as one-time orders.

 2.4.2 Contract blanket order(s): issued for a specified period of time, to allow departmental personnel to issue releases against the Contract blanket order(s) as needed.

2.5 Electronic Commerce/Online Ordering:

 Customers of this contract may want to take advantage of electronic ordering and “E-Commerce” opportunities that may be offered by the Contractor. All electronic orders shall receive contract pricing and/or discounts.

2.6 Campus Delivery Requirements:

 Delivery of orders shall be made to University departments five days per week, Monday through Friday, during University business hours between the hours of 6:00 am CST/CDT and 12:00 pm NOON CST/CDT.

2.7 Parking:

 University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through UW Transportation Services at 610 N. Walnut Street, WARF Building Room #120, Madison, WI 53726 (608) 263-6667. No additional Contractor costs will be allowed for parking fees or violations. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and/or towed.

2.8 Promotional Materials/Endorsements:

 Contractor agrees that they will not use any promotional or marketing material which states expressly or implies that the University *endorses* either the Contractor or any party related to the Contractor or this Contract.

2.9 Energy Star:

 The State encourages the use of equipment which meets the Environmental Protection Agency (EPA) Energy Star™ requirements. The Energy Star Program is a voluntary contract between an Original Equipment Manufacturer (OEM) and the EPA. It is not mandatory that every device offered under this bid meet Energy Star requirements but the bulk of the product line should be energy efficient. Bidder should identify those items which meet the Energy Star requirements on the Bidder Response Sheet.

**2.10 Supplier Diversity**

 **2.10.1 Minority Business Enterprise Program (MBE)**

 The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The University of Wisconsin-Madison is committed to the promotion of minority business in the state's purchasing program.

 The State of Wisconsin policy provides that Wisconsin Certifiedminority-owned business enterprises should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

 The supplier/contractor may be requested to provide information about its purchases from Wisconsin certified MBEs.

 A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of the Minority Business Program, 608/267-7806. To view all MBE firms go to <https://wisdp.wi.gov/search.aspx> select the MBE box and click search.

 **2.10.2 Woman Owned Business (WBE)**

 The State of Wisconsin is committed to the promotion of Woman-Owned Businesses as outlined in 560.035, Wisconsin Statutes.

 The State of Wisconsin policy provides that Woman-Owned Businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Woman-Owned Businesses or by using such businesses to provide goods and services incidental to this agreement.

 **2.10.3 Disabled Veteran Owned Business (DVB)**

 The State of Wisconsin policy provides that Disabled Veteran-Owned businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Disabled Veteran-Owned businesses or by using such enterprises to provide goods and services incidental to this agreement.

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# SECTION #3: RFB PROCESS INSTRUCTIONS

* 1. Clarifications and/or Revisions through Designated Contact:

 All communications and/or questions in regard to this request **(must) (should)** **[AGENT: CHOOSE ONE]** be in writing and must reference the bid number. Bidders are encouraged to FAX or e-mail written questions to the Agent. Verbal questions, when permitted, must be directed to the Agent.

 If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFB, they have **five (5)** business days **(after the bid issue date and time)** **(after the scheduled Bidder Conference) [AGENT: CHOOSE ONE]** to notify, in writing, the Agent at the address shown below of such error and request modification or clarification of the RFB document.

Dave Brinkmeier

UW Purchasing

21 N Park St, Suite 6101

Madison, WI 53715-1218

E-mail: david.brinkmeier@wisc.edu

PHONE 608/262-1323 -- FAX 608/262-4467

 If a Bidder fails to notify the Purchasing Office of an error in the RFB document which is known to the Bidder, or which should have reasonably been known to the Bidder, then the Bidder shall submit a bid response at the Bidder’s risk and if awarded a contract, shall not be entitled to additional compensation or delivery or installation time by reason of the error or its later correction.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on <http://vendornet.state.wi.us>) and [publicnotices.wi.gov](http://publicnotices.wi.gov/).

Any contact with University employees concerning this RFB are prohibited, except as authorized by the RFB manager during the period from date of release of the RFB until the notice of award is released. Contacting anyone other than the Designated Contact(s) above may disqualify your RFB.

* 1. Applicable Dates:

|  |  |
| --- | --- |
| **Date**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ -- 2:00 PM CST/CDT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Event**Date of Issue of the RFBWritten questions dueBidder Conference/Site VisitRFB Due Date (Local Madison Time)Contract Start Date |

**CONTRACT TERM: Insert beginning and ending dates of the contract. When bidding an on-going contract, dates should coincide with previous time period. When bidding a partial rebid and/or adding to part of an on-going contract, ending dates must coincide with current contract. Contracts with option to renew for more than two additional terms require prior DOA approval.**

**AGENT NOTE: Choose whether it is a THREE (3) year or FIVE (5) year contract. If five years, an example of how the language would read:**

The initial term of this contract shall be January 1, 2008 **(CONTRACT START DATE)** or date of award, through December 31, 2010 **(CONTRACT END DATE)** or one year after date of award. This contract will be automatically renewed for two additional one-year terms with a contract end date of December 31, 2012.

**AGENT NOTE: Choose whether to auto renew OR not auto renew.**

**AGENT NOTE: Make sure number of days chosen for non-renewal works for this contract and allows agent enough time to rebid.**

**3.3 Term of Contract:**

 The initial term of this contract shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(CONTRACT START DATE)** or date of award, through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(CONTRACT END DATE)** or **[insert number of years] \_\_** year after date of award. **[This contract will be automatically renewed for two additional one-year terms, unless Purchasing is notified, in writing, by the Contractor; or notifies the Contractor, in writing, (90) (\_\_\_\_) [AGENT: CHOOSE ONE] calendar days prior to expiration of the initial and/or succeeding Contract term(s)**.**]** or **[The University has the option to renew this contract into its second and third years. Such renewal will be by mutual agreement of University and the Contractor(s).] [AGENT: CHOOSE ONE]**

3.4 Proprietary Information:

Any information contained in the Bidder’s response that is proprietary must be detailed separately on form DOA-3027. **Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award**. Information will only be kept confidential to the extent allowed by State of Wisconsin Public Disclosure Law (refer to Standard Terms and Conditions, Section 27.0). A copy of the form needed to designate portions of your submission as proprietary can be found at: <http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc>

3.5 Reasonable Accommodations:

 The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations for your site visit, contact Agent.

**METHOD OF BID and METHOD OF AWARD**

**[AGENT: each of the following Sections 3.6 and 3.7 contains the different method of bid and award options. Select the appropriate option, check the statements that apply and remove rest of Section 3.6 and 3.6 that do not apply.]**

**A 3.6&3.7 BIDDING ANY QUANTITY OF A SINGLE ITEM OR ANY QUANTITY OF TWO OR MORE DIFFERENT ITEMS:**

 **[USING 5.1A--FIRM PRICES]**

**B 3.6&3.7 BIDDING A LOT OR LOTS AND REQUESTING LINE ITEM PRICES/ SINGLE ITEMS SEPARATELY:**

 **[USING 5.1B --FIRM DISCOUNT / FIRM PERCENTAGE PLUS OR MINUS]**

**C 3.6&37 BIDDING A DISCOUNT (SPECIFIC ITEMS)/ (PRICE LIST):**

 **[USING 5.1C--FIRM DISCOUNTS]**

**BIDDING ANY QUANTITY OF A SINGLE ITEM OR ANY QUANTITY OF TWO OR MORE DIFFERENT ITEMS:**

3.6 Method of Bid:

 Bidder must submit a **net unit price** and an **extended net total** for **(the item) (each item) [AGENT: CHOOSE ONE]** specified. Prices listed should be in US dollars unless otherwise indicated.

* + Bids for item numbers which could include multiple specific catalog numbers (a series) should be indicated on the Itemized Bid List as a "Series".

 **For University Imports:** See Section 5.3 **[Agent Choose]**

3.7 Method of Award:

 Award(s) shall be made on the basis of the lowest **(extended net total) (net unit price(s)** **for the individual line items)** **[AGENT: CHOOSE ONE]** which is judged to be in the best interest of the University. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

 All product samples will be evaluated by the University Food Service Unit Test Panels for, but not limited to, flavor, color, texture, nutritional content, ingredients, and customer and/or food service staff preference. All product samples will be evaluated in an identical manner. Bidders will not be allowed to attend or participate in the sampling.

 **For University Imports:** See Section 5.3 **[Agent Choose]**

 **Supplier Diversity Preferences**

 State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

**-OR-**

**METHOD OF AWARD: MARKET BASKET**

 Award(s) shall be made on the basis of the lowest total **net unit price(s)** for the items which are considered to be the ones most likely to be purchased by the University. These items shall be selected and recorded by the University prior to bid issuance and shall be made public at the time of the bid opening.

 All product samples will be evaluated by the University Food Service Unit Test Panels for, but not limited to, flavor, color, texture, nutritional content, ingredients, and customer and/or food service staff preference. All product samples will be evaluated in an identical manner. Bidders will not be allowed to attend or participate in the sampling.

**AGENT NOTE: Agent must define what performance expectations (pass/fail) evaluation criteria will be used.**

 3.7.1 The University reserves the right to make an interim award and to require proof of performance through a “trial” period of up to six months before awarding a final Contract. During this “trial” period, the University shall review the Contractor's performance, including invoicing requirements, to ensure complete compliance with the Contract.

 If deficiencies are not remedied to the complete satisfaction of the University, the “trial” period shall be canceled and award shall be made to the next lowest responsible bidder. The final interim award decision rests with the University based upon the data it collects.

 If the Contractor's performance demonstrates that the Contractor is capable of complete compliance with the contract on a continuous basis for the six-month trial period, the University shall make a final award for the contract.

 3.7.2 A demonstration or review of item/service may be required before contract award. Location will be determined and negotiated after bids are opened but before the Contract award is made.

 **For University Imports:** See Section 5.3 **[Agent Choose]**

 **Supplier Diversity Preferences**

 State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

**BIDDING A LOT OR LOTS AND REQUESTING LINE ITEM PRICES/BIDDING LOT(S) AND SINGLE ITEM(S) SEPARATELY:**

3.6 Method of Bid:

 Bidder must submit a **net unit price** and **extended net total** for each item and a total price by **lot** as designated. Prices listed should be in US dollars unless otherwise indicated.

 3.6.1 An additional price column is provided for each item identified as part of a lot. In this column, bidders must bid their **net** **unit price** per item based on a line item award rather than a lot total award if these prices would be different based on the different types of award.

**AGENT NOTE: If you select 3.7 you must use STRAIGHT LOT, LOT, OR LINE ITEM OR MARKET BASKET METHOD OF AWARD BELOW**

 3.6.2 Bids for item numbers which include multiple specific catalog numbers (a series) should be indicated on the Itemized Bid List as a "Series".

 **For University Imports:** See Section 5.3 **[Agent Choose]**

**METHOD OF AWARD: STRAIGHT LOT, LOT, OR LINE ITEM AGENT NOTE: Whichever one you use - choose appropriate award totals.**

3.7 Method of Award:

 Award(s) shall be made on the basis of the lowest **net line item** price(s) and/or the lowest **net lot total**(s) or the lowest **net line item** price per item bid in the **additional column**, whichever is judged to be in the best interest of the University. Bids that state the University shall guarantee a specific quantity or dollar amount will be disqualified. The University reserves the right to make awards by Food Service Unit; therefore, there may be multiple awards on a particular item(s).

 All product samples will be evaluated by the University Food Service Unit Test Panels for, but not limited to, flavor, color, texture, nutritional content, ingredients, and customer and/or food service staff preference. All product samples will be evaluated in an identical manner. Bidders will not be allowed to attend or participate in the sampling.

**AGENT NOTE: If you use the following sentence you must use 3.??**

The right is reserved, however, to make an award on the lowest **net unit price** per item for a line item award whichever is judged to be in the best interest of the University.

 **For University Imports:** See Section 5.3 **[Agent Choose]**

 **Supplier Diversity Preferences**

 State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

**-OR-**

**METHOD OF AWARD: MARKET BASKET -- if you use this you must use 3.??**

 (**Award(s) shall be made on the basis of the lowest (net lot total(s) or the lowest net unit price per item) (Award(s) shall be made on the basis of the lowest net line item price and net lot total price(s) where designated) [AGENT: CHOOSE ONE]** for the items which are considered to be the ones most likely to be purchased by the University. These items shall be selected and recorded by the University prior to bid issuance and shall be made public at the time of the bid opening. Bids that state the University shall guarantee a specific purchase quantity or dollar amount purchase will be disqualified.

**AGENT NOTE: Agent must define what performance expectations (pass/fail) evaluation criteria will be used.**

 3.7.1 The University reserves the right to make an interim award and to require proof of performance through a “trial” period of up to six months before awarding a final Contract. During this “trial” period, the University shall review the Contractor's performance, including invoicing requirements, to ensure complete compliance with the Contract.

 If deficiencies are not remedied to the complete satisfaction of the University, the “trial” period shall be canceled and award shall be made to the next lowest responsible bidder. The final interim award decision rests with the University based upon the data it collects.

 If the Contractor's performance demonstrates that the Contractor is capable of complete compliance with the contract on a continuous basis for the six-month trial period, the University shall make a final award for the contract.

 3.7.2 A demonstration of item/service may be required before contract award. Location will be determined and negotiated after bids are opened but before the Contract award is made.

**AGENT NOTE: Orders need to be released "POSTIVE APPROVAL".**

 3.7.3 An on-site trial period of \_\_\_\_\_\_ days is required for evaluation purposes. This is to be without expense or obligation to the University. If the University determines in good faith that the equipment fails to function as described in the bidder's bid response (performance level) the equipment may be rejected and the bidder must remove the equipment at no cost to the University. Final payment shall not be made until the item/service is determined to meet specifications and has been accepted by the University.

 **For University Imports:** See Section 5.3 **[Agent Choose]**

  **Supplier Diversity Preferences**

 State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

**"C" BIDDING A DISCOUNT (SPECIFIC ITEMS)/(PRICE LIST)**

**3.6 Method of Bid:**

 Bidder must submit a **unit list price**, the **percent discount**, the **net price for each item**, and **extended lot total** (where designated), on the Itemized Bid List. All prices listed should be in US dollars unless otherwise indicated.

 **For University Imports:** See Section 5.3 **[Agent Choose]**

**NOTE TO AGENT: Can also be used if using a percentage plus**

**-OR-**

 Bidder must submit a bid in the form of a percent discount from the **(most current price list) (price list dated \_\_\_\_\_\_\_\_\_\_) [AGENT: CHOOSE ONE]** identified on the Itemized Bid List for each **(lot.) (item.) (manufacturer.) (column.) [AGENT: CHOOSE ONE]** Bidder must identify current price list by title and date on the Itemized Bid List if the University has not identified it above.

 3.6.1 **For Non-Listed, Related Items**: Bidder shall submit on the Itemized Bid List a discount from current manufacturer's published price list. Bidder must identify by title and date which price list is being used. Discounts bid must be rounded to whole numbers, (e.g., 54% or 48%, NOT 54.2% or 48.1%) from the price list. Failure to provide the rounded discount as requested may result in rejection of your bid for non-specified, related items.

 If there is more than one price list, each price list and the related discounts should be identified. If the price list(s) has more than one price column, Bidder must identify from which price column discounts are taken.

 3.6.2 If the price list includes more than one column, bidder must identify to which column the percent bid is applied or your bid for that **(item) (manufacturer) (lot)** **[AGENT: CHOOSE ONE]** may be disqualified. If not identified by the bidder, the UW may use the highest priced column for award consideration.

 The column identified shall be used as the basis for award and all subsequent orders unless a lower priced column is negotiated by the parties.

 3.6.3 A percent discount must be bid on each **(item volume) (dollar volume)** **[AGENT: CHOOSE ONE]** break identified on the Itemized Bid List or your bid for that **(item) (manufacturer)** **(lot) [AGENT: CHOOSE ONE]** shall be rejected.

 **For University Imports:** See Section 5.3 **[Agent Choose]**

**3.7 Method of Award:**

 Award shall be made on the basis of the lowest **(net unit price and extended total)** and/or **(net lot total price)**, **[AGENT: CHOOSE ONE]** which is judged to be in the best interest of the University. Bids that state the University shall guarantee a specific quantity or dollar amount will be disqualified*.* The University reserves the right to make awards by Food Service Unit; therefore, there may be multiple awards on a particular item(s).

 All product samples will be evaluated by the University Food Service Unit Test Panels for, but not limited to, flavor, color, texture, nutritional content, ingredients, and customer and/or food service staff preference. All product samples will be evaluated in an identical manner. Bidders will not be allowed to attend or participate in the sampling.

 3.7.1 The right is reserved to award on a line item basis within lots if **mutually agreeable** to the bidders and the University.

 **For University Imports:** See Section 5.3 **[Agent Choose]**

 **Supplier Diversity Preferences**

 State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

**-OR-**

 Award(s) shall be made on the basis of the highestpercentage discount(s) bid for each **(lot) (item) (manufacturer) (column) [AGENT: CHOOSE ONE]** identified on the Itemized Bid List. Bids that state the University shall guarantee a specific quantity or dollar amount will be disqualified.

 **For University Imports:** See Section 5.3 **[Agent Choose]**

 **Supplier Diversity Preferences**

 State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

**-OR-**

**METHOD OF AWARD: MARKET BASKET -- if you use this you must use 3.??**

 Award(s) shall be made on the basis of the lowest **(total net costs)** **(net unit prices)** and/or **(net lot total prices) [AGENT: CHOOSE ONE]** for each **(lot) (item) (manufacturer) (column) [AGENT: CHOOSE ONE]** items/services which are considered to be most likely purchased by the University. These items shall be selected and recorded by the University prior to bid issuance and shall be made public at the time of the bid opening. Bids that state the University shall guarantee a specific quantity or dollar amount will be disqualified.

 **For University Imports:** See Section 5.3 **[Agent Choose]**

 **Supplier Diversity Preferences**

 State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

**-OR-**

 Award(s) shall be made on the basis of the lowest total net cost by **(lot.) (unit.) (manufacturer.) (column.) (all lots total.) [AGENT: CHOOSE ONE]** Lowest total net cost shall be determined by weighting the net cost for each quantity break for each **(lot.) (unit.) (manufacturer.) (column.) (all lots total.) [AGENT: CHOOSE ONE]** The weighted amounts which shall be used to determine award are stated on the Itemized Bid List. Bids that state the University shall guarantee a specific quantity or dollar amount will be disqualified.

 Award Criteria are as follows:

 3.7.2 Volume discounts shall not be considered when determining award. However, they shall apply to orders issued on this contract.

**-AND/OR-**

 3.7.3 It is intended that the entire award shall be to a single bidder. However, to insure items/services meet the University’s specifications and will be completed within the time required, the University may award a primary and secondary Contractor or multiple Contractors within each lot.

**AGENT NOTE: identify any commodity or service item that will not be considered in the award unless there is a tied bid.**

**AGENT: You may want to include a photocopy of the cover page of your most current price list with your bid request, to identify the name, number and date you specified to be used with your bid.**

 3.7.3 Item(s)/service elements \_\_\_\_\_\_\_\_\_\_\_ shall not be used to determine award unless there is a tied bid. However, failure to provide pricing for item(s)/service elements \_\_\_\_\_\_\_\_\_\_\_ **(may)** **(shall)** **[AGENT: CHOOSE ONE]** result in disqualification of your bid.

**-OR-**

 3.7.3 Life cycle cost formula which may include, but is not limited to, the applicable costs of energy efficiency, acquisition and conversion, money, transportation, warranties, maintenance fees, licenses, etc. shall be used in evaluation of bid submittals.

 3.7.4 It is intended that one award per manufacturer shall be made on the specified manufacturer's item. Alternate items, if deemed equivalent by the University, may be awarded as additional product line(s).

 **-OR-**

 3.7.4 To insure item(s) can be produced to meet the University’s specifications and completed within the time required the University may award a primary and secondary Contractor.

**AGENT NOTE: Identify which items won't be considered in determining award.**

**AGENT: You may want to include a photocopy of the cover page of your most current price list with your bid request, to identify the name, number and date you specified to be used with your bid.**

 3.7.5 Item(s) # \_\_\_\_\_\_\_\_\_\_\_ shall not be used to determine award. However, failure to provide pricing for item(s) #\_\_\_\_\_\_\_\_\_\_\_ **(may)** **(shall)** **[AGENT: CHOOSE ONE]** result in disqualification of your bid.

 3.7.6 If multiple discounts are bid, the discount may be averaged for award purposes only. Actual discounts bid shall be considered firm for the entire contract.

 3.7.7 It is intended that one award per manufacturer shall be made and that award shall be made on the specified manufacturer's product. Alternate products, if deemed equivalent by the University, may be awarded as additional product line(s).

**AGENT NOTE: Agent must define what performance expectations (pass/fail) evaluation criteria will be used.**

 3.7.8 The University reserves the right to make an interim award and to require proof of performance through a “trial” period of up to six months before awarding a final Contract. During this “trial” period, the University shall review the Contractor's performance, including invoicing requirements, to ensure complete compliance with the Contract.

 If deficiencies are not remedied to the complete satisfaction of the University, the “trial” period shall be canceled and award shall be made to the next lowest responsible bidder. The final interim award decision rests with the University based upon the data it collects.

 If the Contractor's performance demonstrates that the Contractor is capable of complete compliance with the contract on a continuous basis for the six-month trial period, the University shall make a final award for the contract.

 3.7.9 A demonstration of item/service may be required before contract award. Location will be determined and negotiated after bids are opened but before the Contract award is made.

**AGENT NOTE: Orders need to be released "POSTIVE APPROVAL".**

 3.7.10 An on-site trial period of \_\_\_\_\_\_ days is required for evaluation purposes. This is to be without expense or obligation to the University. If the University determines in good faith that the equipment fails to function as described in the bidder's bid response (performance level) the equipment may be rejected and the bidder must remove the equipment at no cost to the University. Final payment shall not be made until the item/service is determined to meet specifications and has been accepted by the University.

 **3.7.11 GSA Pricing:**

 This bid may qualify for GSA Pricing. If you have a GSA contract covering any of the items specified, enclose information on use of that contract including the contract number.

 **For University Imports:** See Section 5.3 **[Agent Choose]**

 **Supplier Diversity Preferences**

 State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

**SAMPLES AND EVALUATION: Within this section you should state whether samples may/will be required and how they will be handled (no cost, returned to bidder, etc.). If required with the bid/proposal submittal, modify the question on the Bidder Response Sheet / Section 4 of the RFP.**

**AGENT NOTE: Samples need to be kept until the end of the Notice of Award/Intent to Award period.**

**AGENT NOTE: If bid samples are used to determine whether a bidder item/service meets specification then samples and evaluation section should be in the qualification section to use to reject or accept lowest responsible bidder.**

3.8 Samples and Evaluation:

 Bidder shall be requiredto submit a no-charge, non-returnable sample(s) **(with the bid) (prior to the bid opening) (upon request after bids are opened) [AGENT: CHOOSE ONE]** for bid evaluation purposes or verification of item/service **(bid.) (ordered and delivered.) [AGENT: CHOOSE ONE]**

**-OR-**

**3.9 Samples and Testing:**

 Product samples are not required to be provided with your bid response. However, after the bid abstract has been reviewed, bidders may be required to submit a non-returnable product sample(s). All product samples are to be clearly labeled "Bid Sample" and identified with the bidder's name, bid number, and the bid item number. All product samples are to be delivered as instructed on the sample request letter. Failure to submit the required product sample(s) by the date, time and location specified in the product sample request letter, shall result in the disqualification of your bid.

 All product samples will be evaluated by the University Food Service Unit Test Panels for, but not limited to, flavor, color, texture, nutritional content, ingredients, and customer and/or food service staff preference. All product samples will be evaluated in an identical manner. Bidders will not be allowed to attend or participate in the sampling.

 The University reserves the right to make awards by Food Service Unit; therefore, there may be multiple awards on a particular item(s).

 If, in the opinion of the Test Panel, the product sample provided does not meet the evaluation criteria, the product bid will be eliminated from further bid consideration. The University shall be the sole judge of acceptability.

 3.9.1 Samples will be requested by can or pack size and not by case size. Payment for samples will be made only for the unit size requested and will be paid at the bid net unit price . Invoices for bid samples requested by the University are to reference the words "Bid Sample for Bid #\_\_\_\_\_\_\_\_ and purchase order #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and submitted to the UW-Madison University Accounts Payable, 21 N Park St, Suite 5301, Madison, WI 53715-1218 for payment.

 3.9.2 Bid samples **NOT** meeting bid specifications may be rejected and not paid for by the University. The bidder will be notified in writing by the University to pick up rejected samples within five (5) working days of such notification. Any rejected samples not picked up by the designated time period will be disposed of by the University.

 3.9.3 Bidders **(are required) (may be required) [AGENT: CHOOSE ONE]** to submit samples for testing or control against product delivered. Samples requested **(prior to the bid opening) (upon request after bids are open) [AGENT: CHOOSE ONE]** must be delivered to the designated location within the time specified.

 All samples requested shall be evaluated by the University in an identical manner to determine whether the products delivered conform with the specifications.

 Failure to deliver samples within the designated time may disqualify your bid.

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**SECTION #4: BIDDER QUALIFICATIONS**

**AGENT NOTE: Qualification should be factors used to determine whether they are experienced and can handle the volume or type of work. Qualifications shouldn’t be item specific or performance related.**

To be eligible for a Contract award, you must be qualified and able to provide the following as required or your bid will be disqualified **(respond on "Bidder Response Sheet".)**

4.1 Bidder Information**:**

 Bidder must complete the attached Vendor Information Form (Attachment D) to identify designated contact people, to provide information regarding the size of the bidder’s company, and other information as requested. All sections of this form must be completed.

4.2 Bidder Experience**:**

Bidder must be in the business of providing \_\_\_\_\_\_\_\_\_\_\_ item/service and must have done so for the past \_\_\_\_ years.

4.3 Authorization**:**

 Bidder must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer. **[AGENT: delete if not needed]** **(with service and repair capabilities for the item.)** **[AGENT: CHOOSE]** **(On Bidder Response Sheet identify account number with manufacturer, as applicable.)**

**-OR-**

 Bidder must have an account with an authorized parts dealer. (See Bidder Response Sheet).

**4.4 Client List/References:**

 Bidder must supply **(upon request) (with their bid)** **[AGENT: CHOOSE ONE]** a client list of three (3) firms to which similar items/services have been provided during the past three (3) years to a comparable sized institution or company (see Attachment E). If contacted, information received from those clients will be used to determine whether bidder can reasonably meet contract requirements and specifications. Client references may be used in the award consideration.

4.5 Fair Price Analysis**:**

 Purchases made under this contract may require further fair price analysis. Bidders **(must) (should)** **[AGENT: CHOOSE ONE]** identify on the Bidder Response Sheet the type of documentation they will provide (i.e. published price list, list of previous buyers, etc.) to allow the University to complete this analysis. The awarded Bidder will be required to provide this documentation prior to the order being issued.

**4.6 Trademark:**

 Bidder **(must) (must be able to)** **[AGENT: CHOOSE ONE]** be a UW-Madison Licensee for items bearing trademarks, logos or other symbols of the University in which the University has a proprietary, licensed or copyright interest.

**4.7 Minimum Order:**

 Bids that require **(any minimum order quantity or dollar amount) (any order quantity or dollar amount in excess of $\_\_\_\_\_\_\_\_\_\_)[AGENT: CHOOSE ONE] (shall) (may)** **[AGENT: CHOOSE ONE]** be disqualified.

**4.8 Debarment**

Federal Executive Order (E.O.) 12549 “Debarment“ requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](https://www.sam.gov/portal/public/SAM/) and <https://acquisition.gov/far/index.html> see section 52.209-6.

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# SECTION #5: PERFORMANCE AND CONTRACT REQUIREMENTS

**PRICES: Determine whether contract requires firm prices for specific items, discount(s) from “established” price lists or both. The established price list against which discount is applied must be stated on the Itemized Bid List with exact title and date (obtained from the manufacturer). Select and mark statements from 5.1A FIRM PRICES, or 5.2B FIRM DISCOUNTS or 5.1C FIRM PRICES AND DISCOUNTS.**

**5.1A FIRM PRICES: Be realistic in your expectation of the number of calendar days needed to put a price increase into effect. If an item is in a market prone to frequent price changes upon short notice, be sensitive to this issue. Require notice of price changes from Contractor with the shortest possible time period that will allow you to review, determine acceptance and amend the contract publication, if required. The shorter notice we require, the better our chances of getting lower prices as Contractor will build in protection against price increases accordingly.**

**NOTE: In rare cases a contract will not be published. If this is the case, be sure to delete the last paragraph which states “Acceptance of the price increases will be in the form of an amendment to the contract publication.".**

**AGENT: The following numbered statements apply to the SPECIFIC ITEMS to be bid in 5.1A. Make appropriate selections.**

**PRICE LISTS:** All price lists should be submitted via CD Rom **and** in hard copy. Referencing your website for pricing information is not sufficient.

**5.1A Firm Prices:**

 5.1.1 Prices must remain firm for**(one year from the date of the signed contract.) (\_\_ calendar days after bid opening.) (the initial contract term.) [AGENT: CHOOSE ONE]** Prices established may be lowered due to general market conditions or negotiations between the Contractor and the University.

 5.1.2 Price increase requests proposed after the initial Contract term must be received by Purchasing in writing **\_\_\_\_\_** calendar days prior to the **(effective date of proposed increase) (beginning of the next contract term)** **[AGENT: CHOOSE ONE]** for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part or to negotiate price increase requests with the Contractor. **An acceptance of the price list change will be in the form of an amendment to the contract or a letter to the Contractor.** **[AGENT: CHOOSE]**

 5.1.3 Price increases must be labeled with the contract number and should be submitted in the same format as the original Itemized Bid List. Any price increase requested that is not submitted in the proper format may be rejected.

 5.1.4 If necessary to complete a shipment on time, a product substitution may be considered. The product substituted must be of equal or better quality and/or grade, and the prior approval of the Food Service Unit must be obtained. The University will pay the contract price, or less, for any substituted item.

 5.1.5 Contractor must agree that all invoices will reflect the prices established for the products on this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each order.

 5.1.6 The percent (%) of mark up shown on your bid response must remain firm for the entire length of the contract. If the percent of mark up is not shown on the original bid response, no price adjustment will be allowed for the entire length of the contract.

 5.1.7 Contractor should promptly notify Purchasing of new or discontinued items.

**5.1B. FIRM DISCOUNTS/FIRM PERCENTAGE PLUS OR MINUS: Identify on the Itemized Bid List the title and date of the price list against which the discount or percentage plus or minus is to be based. It may be necessary to contact the manufacturer for information. It is IMPERATIVE that the same price list be submitted by all bidders to enable “apples to apples” comparison for award of bid.**

**NOTE: A firm discount contract requires a published amendment each time the price list changes. The Contract Administrator is responsible to make sure Accounts Payable receives all accepted price list revisions if required for invoice audit.**

**-OR-**

**5.1B (Firm Discounts) (Firm Percentage Plus or Minus) [AGENT: CHOOSE ONE]:**

 5.1.1 Prices for the items listed on this contract shall be based on a **(firm discount) (firm percentage plus or minus) [AGENT: CHOOSE ONE]** from the price list identified on the Itemized Bid List. **[AGENT NOTE: percentage plus/minus not to be used with federal grant money]** The percentage must remain firm during the initial and each succeeding contract term; or may be renegotiated by the University and the Contractor.

**NOTE: One copy of price list must go to Accounts Payable.**

 5.1.2 One (1) paper copy and one (1) CD/DVD/Flash Drivecopy of the price list in searchable Excel, Word or PDF format should accompany your bid response. After award, Contractor must provide additional copies to Purchasing and University departments upon request.

 5.1.3 After award, Contractor must provide **six (6)** copies of the new price list or revised portions **with contract number, lot number, brand name and Contractor name on price list** to Purchasing within five (5) days. Contractor must also provide additional copies directly to University departments upon request.

 5.1.4 Should prices change during the contract term, it is the responsibility of the Contractor to submit a letter, referencing the contract number, and send **six (6)** copies of the new price list or revised portions with **contract number, lot number, brand name and Contractor name on price list**, to Purchasing, **(prior to) [(15) (30) days prior to]** **[AGENT: CHOOSE ONE]** any price increases becoming effective. Proposed price increases are limited to fully documented costs increases submitted with the request. Invoices shall be audited using the most current price list on file in Purchasing on the date the order was placed.

**5.1C. FIRM PRICES AND DISCOUNTS: Use this complete section if contract includes both. For the discount for non-listed, related items, identify on the Itemized Bid List the name/number and/or date or state the most current price list against which the percentage discount/plus or minus is to be based. It may be necessary to contact the manufacturer for information.**

**5.1C Firm Prices and Discounts:**

 Pricing for this bid is in two categories. The first category is for specific items listed on Itemized Bid List. The second category is for non-listed, related items from manufacturer's catalog or item list.

 5.1.1 **Specific Items Listed on Itemized Bid List:**

 5.1.1.1 For specific items listed on the Itemized Bid List, prices must remain firm for **(90 calendar days after bid opening.) (the initial contract term.)** **[AGENT: CHOOSE ONE]** Prices established may be lowered due to general market conditions.

 5.1.1.2 Price increase requests proposed after the initial Contract term must be received by Purchasing in writing **[(15) (30)] calendar days prior to the** **effective date of proposed increase) (90 calendar days prior to the beginning of the next contract term)** **[AGENT: CHOOSE ONE]** for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part or to negotiate price increase requests with the Contractor. **An acceptance of the price list change will be in the form of an amendment to the contract or a letter to the Contractor.** **[AGENT: CHOOSE]**

 5.1.1.3 Price increases must be labeled with the contract number and be submitted in the same format as the original Itemized Bid List. Any price increase requested that is not submitted in the proper format may be rejected.

 5.1.2 **Non-Listed, Related Items:**

 5.1.2.1 The University requests that all **non-listed, related items** in the manufacturer's catalog or **product** list be made available at a single percentage discount from the manufacturer's catalog or price list identified by the bidder on the Itemized Bid List.

 5.1.2.2 Percentage discount(s) for **non-listed,** related **items** must remain firm during the initial and each succeeding Contract term; or may be renegotiated by the University and the Contractor.

 5.1.2.3 One copy of the price list for the **non-listed**, relateditems should accompany your bid response.

 5.1.2.4 After award, Contractor must provide **six (6)** copies of the new price list or revised portions **with contract number, lot number, brand name and Contractor name on price list** to Purchasing within five (5) days. Contractor must also provide additional copies directly to University departments upon request.

**NOTE: One copy of price list must go to Accounts Payable.**

 5.1.2.5 Should price lists change for **non-listed**, relateditemsduring the Contract term, it is the responsibility of the Contractor to submit a letter, referencing the Contract number, and send **six (6)** copies of the new price list or revised portions **with contract number, lot number, brand name and Contractor name on price list** to Purchasing, **(prior to) \_\_\_\_ days prior to) [AGENT: CHOOSE ONE]** any price increase becoming effective.Proposed price increases are limited to fully documented costs increases submitted with the request.Invoices shall be audited using the most current price list on file in Purchasing on the date order was placed. **An acceptance of the price list change will be in the form of an amendment to the contract or a letter to the Contractor.** **[AGENT: CHOOSE]**

  **[AGENT: you are responsible to forward price list revisions to Accounts Payable and appropriate Depts]**

**FOB: Deliveries of items for Madison campus generally require pricing FOB Destination, select *first option*. This enables buyers to know their total cost when issuing orders. If, however, all bidders submit prices requiring the University to pay shipping charges (and/or to accept liability from their dock), agent can exercise the option to delete that condition of bid.**

**If installation of item is required, select *second option***

**If on site service is required, select *third option*.**

**AGENTS: What about situations where additional and ongoing sales effort or maintenance is needed? Then we would maybe have 1 and 3 or 2 and 3?**

5.2 F.O.B.: All deliveries shall be FOB Destination. Delivery charges and risk of loss shall be borne by the Contractor.

 Delivery will be made by common carrier or Contractor’s truck, [**NOTE:** UPS and FedEx deliver to our mail desks, that is not acceptable] with unloading to be performed by the carrier/contractor and carton(s) transported to the dock at **(various Food Service Unit locations.)** **(see Section 6.) [AGENT: CHOOSE ONE]** Bid prices must include all packing, freight, insurance charges and installation/operation manuals, excluding any import/export costs.

 If bidding other than F.O.B. Destination, as stated, F.O.B. point and shipping charges must be identified on the Itemized Bid List. This additional cost will be added to the bid total and will service as the basis for determining the award.

 Indicate on the Bidder Response Sheet the Country of Origin and Shipping Point.

**For University Imports:** See Section 5.3

 Failure to bid FOB DESTINATION, delivery charges and risk of loss borne by the Contractorin bid price or discountmay disqualify your bid. **[AGENT: CHOOSE]**

**-OR-**

5.2 F.O.B.: All deliveries shall be FOB Destination and Installed. Delivery and installation charges and risk of loss shall be borne by the Contractor.

 Items are to be installed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, F.O.B. DESTINATION FREIGHT PREPAID INCLUDED AND INSTALLED. Bid prices must include all packing, freight, insurance, set-up, instruction and operation manual charges, excluding any import/export costs. Items must be set in place connected to utilities as applicable, installed in the area designated by University personnel, demonstrated to be in operating condition, and approved by University personnel. All debris must be removed from the University premises and properly disposed of by the Contractor. Upon installation, all operating instructions and operating and maintenance manuals must be furnished to University personnel as identified.

 Indicate on the Bidder Response Sheet the Country of Origin and Shipping Point.

**For University Imports:** See Section 5.3

 Failure to bid FOB DESTINATION AND INSTALLED, delivery and installation charges and risk of loss borne by the Contractor in pricemay disqualify your bid. **[AGENT: CHOOSE]**

**-AND/OR-**

5.2 On Site Service**:**

 In carrying out the scope of this Contract, the Contractor shall be required to perform services on University property. Bidders cost must include all transportation charges.

5.3 University Imports: [Agent Choose]

Definitions:
Custom Charges/Fees: typically includes, but is not limited to, United States duties, if applicable; port of entry documentation fees; custom clearance fees; applicable tax; etc.

University Imports: When the University is the Importer of Record or has responsibilities for paying Custom Charges/Fees for products purchased directly from a foreign country.

Bids must include costs from bidder’s door to port of destination and local delivery charges. Custom Charges/Fees should not be included in the bid price. The University will be responsible for determining Custom Charges/Fees from a University designated customs broker and adding the cost to the bid price. If these charges are identified in your bid, they will be deducted from your total bid price and the University’s estimate added instead. This adjusted total cost will serve as the basis for award.

The University will be responsible for arranging the payment of all United States Custom Charges/Fees, if applicable. The awarded Contractor must use the University's contracted customs broker, asidentified on the purchase order. Customs charges will not be paid to the awarded Bidder or anyone other than the University’s designated customs broker under any circumstances, unless previously agreed to in writing by the University.

**-OR- (If using this section keep definitions. Use of this section may require changes to the Itemized Bid List.) [Agent Choose]**

Bids must include costs from bidder’s door to port of destination and local delivery charges. Custom Charges/Fees should be itemized on the Itemized Bid List (Attachment C). Custom Charges/ Fees will be included in the cost for the purpose of determining the lowest cost bid. The University reserves the right to compare the quoted Custom Charges/Fees with those from a University contracted customs broker and select whichever option is judged to be in the best interest of the University.

If the University is selecting the customs broker and paying the Custom Charges/Fees directly to them, the awarded Contractor must use the University's contracted customs brokeridentified on the purchase order.

**BACKGROUND CHECKS: Bids or RFPs for goods or services where Contractor’s employees, affiliates, or volunteers are expected to have routine or unsupervised access to vulnerable populations (i.e., minors or medical patients) should include one of these clauses.**

**MINOR PROTECTION AND ADULT LEADERSHIP POLICY**

**If the scope of the RFB has minors who participate in programs sponsored by or associated with the University you should review the Minor Protection and Adult Leadership Policy at:** [**https://kb.wisc.edu/ohr/policies/page.php?id=69407**](https://kb.wisc.edu/ohr/policies/page.php?id=69407)

**5.4 Requirements for Criminal Background Checks**

 ***Background Checks of Contracted Individuals***

 This contract is contingent upon, prior to the commencement of services, the independent Contractor passing a criminal background check performed by the Criminal Background Check Coordinator of the unit for which the individual will be engaging in activities or rendering services.  This background check will evaluate whether the individual has any pending charges or convictions that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children.  Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

 If, in the course of providing services to the UW, Contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UW’s Policy on Mandatory Reporting of Child Abuse and Neglect (“the Policy”).  If the suspected child abuse or neglect involves an allegation against a UW employee or agent (e.g. student, volunteer, contractor, etc.), or the incident or threat of child abuse or neglect occurred on the UW campus or during a UW-sponsored, the Contractor shall also report to the UW Police Department or UW’s Office for Equity and Diversity.

 ***Background Checks of Contractors***

 This contract is contingent upon, Contractor supplying workers who have passed a criminal background check that includes a national criminal background check database demonstrating the worker has no convictions or pending criminal charges that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children.  Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

 If, in the course of providing services to the UW, Contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Contractormust make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UW’s Policy on Mandatory Reporting of Child Abuse and Neglect (“the Policy”).  If the suspected child abuse or neglect involves an allegation against a UW employee or agent (e.g. student, volunteer, Contractor, etc.), or the incident or threat of child abuse or neglect occurred on the UW campus or during a UW-sponsored activity, the Contractor shall also report to the UW Police Department or UW’s Office for Equity and Diversity.

**DELIVERY: Be realistic in your requirements for Contractor to deliver (what do users require, etc.).**

**Consult department if uncertain. NOTE: alternate language in “**[**Unique Clauses**](http://www.bussvc.wisc.edu/purch/contract/clauses/unique_clauses.html)**” folder – Timeliness of Delivery – alternate for Time is of the Essence.**

**AGENT NOTE: When selecting 5.3A or 5.3B, bidder cannot be eliminated if they do not meet the desired delivery date.**

**When selecting 5.3C, if bidder cannot meet the delivery date, you cannot award the bid to that vendor.**

5.5 Delivery**:**

 5.5.1 Delivery is desired as soon as possible after receipt of an order. State on the Bidder Response Sheet when delivery can be made.

**-OR-**

 5.5.1 Delivery is desired within calendar days after receipt of an order or release. Bidders are to state on the Bidder Response Sheet if they can meet this delivery.

 5.5.2 The Contractor is required to notify the ordering department of any back order, discontinuation of item(s) or other delays in shipping within **(\_\_\_ hours) (\_\_\_ working days) [AGENT: CHOOSE ONE]** of receipt of order or release against existing order(s).

 5.5.3 Delivery is to be made in clean, enclosed, temperature controlled trucks, free of foul odors. Temperatures of products at time of delivery are to be: 70° F for dry or grocery products; 40° F for refrigerated products and 0° F or frozen hard for frozen products.

 5.5.4 Individual packages or shipping containers shall be plainly marked with the kind, variety, count (if applicable), and net contents contained therein, and the name of the manufacturer or packer. Any shipped packages or containers received at the units which are not properly marked as per the instructions indicated, may be cause for automatic rejection.

 5.5.5 Minimum delivery charges or stop charges are not acceptable and bids for any item so designated may be rejected.

5.5.6 **Packing Slips**

All packing slips must be signed by University personnel after they have verified items delivered.  If any discrepancies exist, the driver will be required to co-sign and note discrepancies on the delivery packing slip. The packing slip must be itemized, showing the quantity delivered and/or backordered in addition to the same information as the invoicing requirements in Section XX.

 5.5.7 Deliveries will be to the following locations:

|  |  |
| --- | --- |
| **UNION FOOD SERVICE UNITS LOCATIONS:** |  |
| * Memorial Union Storeroom
 | 800 Langdon Street |
| * Union South Warehouse
 | 1308 W. Dayton St. |
| 1. Grainger Hall
 | 975 University Avenue |
| **RESIDENCE HALLS FOOD SERVICE LOCATIONS:** |  |
| 1. Rheta’s Market
 | 420 N. Park Street |
| 1. Elizabeth Waters
 | 1200 Observatory Drive |
| 1. Carson’s Market
 | 1515 Tripp Circle |
| 1. Newell’s Deli
 | 35 N. Park Street |
| 1. Frank’s Bean & Creamery
 | 1650 Kronshage Drive |
| 1. Gordon Dining & Event Center:

 ○ Gordon Avenue Market ○ Gordon Central Production ○ Housing Campus Catering* Four Lakes Market at Dejope Hall:

 ○ Four Lakes Central Production ○ Four Lakes Market | 770 W Dayton Street640 Elm Drive |
| * **ATHLETIC FOOD SERVICE LOCATIONS::**
 |  |
| * Kohl Center
 | 601 W. Dayton Street |
| * Camp Randall Fieldhouse
* University Ridge Golf Course
 | 1440 Monroe Street9002 County Rd PD, Verona, WI |

**-OR-**

5.5.B Delivery**:**

 Delivery is desired on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. State if this requirement can be met. If unable to deliver **by the stated date**, indicate on the Bidder Response Sheet the earliest delivery date possible. Timeliness of delivery may be used in evaluation for bid award.

 The Contractor is required to notify the ordering department of any back order, discontinuation of item(s) or other delays in shipping within **(\_\_\_ hours) (\_\_\_ working days)** **[AGENT: CHOOSE ONE]** of receipt of order or release against existing order(s).

**-OR-**

5.5.C Delivery**:**

 Delivery must be made by\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Failure to accept this delivery requirement will disqualify your bid.

 Once awarded, failure to meet this delivery date may result in cancellation of order (award). The University reserves the right to contract with a second vendor/contractor to receive the items/services per delivery requests.

 The Contractor is required to notify the ordering department of any back order, discontinuation of item(s) or other delays in shipping within **(\_\_\_ hours) (\_\_\_ working days)** **[AGENT: CHOOSE ONE]** of receipt of order or release against existing order(s).

**ITEM RETURN POLICY: Most contractors have standard return policies. It is suggested that university contracts do not make mandatory return policy, but allow contractors to provide their policy for review prior to acceptance as a contract term.**

**5.6 Item Return Policy:**

 Contractor should provide for return of items ordered in error for up to 30 calendar days from receipt with the University paying only the return shipping costs. Bidder should indicate in detail on the Bidder Response Sheet their company’s return policy.

**5.7 Fill Rate:**

 Fill rate is defined as the number of cases received divided by the number of cases ordered. The fill rate will be **calculated on a weekly basis and must be 98% or greater. Fill rates will be calculated separately for Athletics,** **Housing and the Union**. Having a fill rate less than 98% for Athletics, Housing or the Union three times in a 26 week period may be cause for termination.

**ADDITIONAL ITEMS/SERVICES: Language enables the addition of new items if appropriate, and if desirable to users, at pre-agreed upon pricing.**

**5.8 Additional Items/Services:**

 Similar items/services may be added to this Contract provided it was mutually agreeable to both Purchasing Services and the Contractor. Scope of work and pricing (including discounts) must be consistent with the current contract items/services.

**5.9 Invoicing Requirements:**

***Invoices for Purchase Orders****:*

 5.9.1Contractor must agree that all invoices and purchasing card charges shall reflect the discounts and net prices established for the items/services on this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each order or at time of purchasing card order.

 The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt of properly submitted invoices by University Accounts Payable. Before payment is made, Accounts Payable must verify that all invoiced charges are correct per this Contract. Only properly submitted invoices will be officially processed for payment. The Prompt Payment Policy requires that your invoices be clear and complete and in conformity with the list below and **must be itemized** showing:

1. Contractor name
2. remit to address
3. purchase order number
4. release number if given
5. date of order/release
6. item manufacturer’s name or abbreviation (if applicable)
7. complete item description including catalog, model and/or stock number(s) identical to those stated in bid
8. prices per the Contract

 At the discretion of Purchasing, invoices not reflecting the correct discount or net prices may be short paid or disputed.

 The original invoice must be sent to University Accounts Payable, 21 N Park St, Suite 5301, Madison, WI 53715-1218 unless the customer identifies and establishes a different bill-to location.

## **5.10 Payment Terms**

Payment will not be made until the item/serviceis determined to meet all specifications and has been accepted by the University of Wisconsin-Madison. The University will pay the Contractor **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (Net 30 days) [AGENT: CHOOSE ONE]** as accepted by the University.

**-OR-**

## **5.10 Payment Terms**

 The University will pay the Contractor each phase in accordance with milestones and achievements and as accepted by the University.

 Under no circumstances will the University pay more than 50% prior to acceptance of **(products.) (services completed.)** **[AGENT: CHOOSE ONE]**

**AGENT: Below is an example. Edit as necessary.**

A typical payment plan could include:

* 25% due upon completion of interview, site visit, and proposed timeline is accepted by the department
* 25% due upon receipt of acceptable design
* 50% due upon completion of artwork

**SHIPMENTS, DUPLICATES AND OVERSHIPMENTS: This section is informational to bidders and is intended to be a contractual obligation.**

5.11 Shipments, Duplicates and Overshipments**:**

 Upon notification by the University of a duplicated order or overshipment, the items identified must be removed at the Contractor's expense. If the duplicated or overshipment items are not removed within 30 days of written notification, the University reserves the right to dispose of them as its own property and shall not be held liable for any cost for the items.

5.12 Insurance**:**

 The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 22.0. A certificate of insurance must be provided upon **(request.) (award.)** **[AGENT: CHOOSE ONE] (and provided on an annual basis throughout the term of the Contract.) [AGENT: CHOOSE]**

 The Contractor shall add: “The Board of Regents of the University of Wisconsin System, its officers, employees and agents” as an ‘additional insured’ under the commercial general, automobile **(and Contractor’s) [AGENT: CHOOSE]** liability policies. The certificate holder shall be listed as the University of Wisconsin-System Administration or System campus for their respective purchases.

**AGENT NOTE: If additional insurance requirements are needed, see IPP #12 for additional coverage limits. Examples of high risks: Airplane Charter, Ambulance Service, Child Care, Asbestos Abatement, Building & Grounds Maintenance, Remodeling, Construction, Elevator Maintenance, Manual Food Services (catering), Medical Services (including optical & laboratory), Recreational Services, Transportation Services (of people), Travel Services (tours, agencies), Hazardous waste services.**

 Additional insurance requirements for this bid are as follows:

 Workers Compensation (WC): Required for all Contracts

 NO EXEMPTIONS

Commercial General Liability (CGL):

 General Aggregate including

 Products & Completed Operations $1,000,000

 Each Occurrence $1,000,000

 Liquor Liability (when applicable) $1,000,000

 Automobile Liability

 Combined Single Limit $1,000,000

## **5.13 Performance Meetings**

 The Account Representative and/or Contract Administrator must be available to meet as required with the University's Contract Administrator to evaluate contract implementation and performance and to identify continuous improvement.

5.14 Subcontracting**:**

 5.14.1 Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by Purchasing. Upon request Contractor must provide Subcontractor’s complete contact information including EIN# (TIN#, SS#) and signed W-9 form.

 5.14.2 The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. University reserves the right to assess Contractor damages in excess of the contract amount for Subcontractor’s failure to perform or inability to complete required project milestones.

 5.14.3 Subcontractors must abide by all terms and conditions under this Contract.

 5.14.4 If Subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

5.15 Activity Reports**:**

 Contractor **(must) (should) [AGENT: CHOOSE ONE]** be able to report on an **(annual) (semi-annual) (quarterly) (monthly)** **[AGENT: CHOOSE ONE]** basis all items/services purchased against this contract during the designated report period, including but not limited to:

* date of order/release
* item manufacturer’s name or abbreviation (if applicable)
* complete item description including catalog, model and/or stock number(s) identical to those stated in proposal
* prices per the Contract

**CONTRACT TERMINATION: Complete the statement listing failures that will result in cancellation. Common failures are delivery, items not meeting specifications, delays in order filling, invoicing, incorrect or incomplete shipments**.

**5.16 Contract Termination:**

**\*AGENT NOTE: In most cases this process should be wrapped up in 30 days, but in emergencies the total time to remedy can be much shorter, and in some complicated cases it may need to be longer, hence agent discretion.**

 5.16.1 The University may terminate the Contract at any time, **without cause**, by providing \_\_\_ days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.

 5.16.2 Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within five (5) calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to: not meeting required delivery schedules, frequent substitutions, no manufacturer's numbers on invoices or price sheets, improper invoicing, or failure to provide any of the Terms, Conditions or Specifications.

 5.16.3 If at any time the Contractor performance **threatens the health and/or safety** of the University, its staff, students or others who may be on campus, the University has the right to cancel and terminate the Contract without notice.

 5.16.4 Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Standard Terms and Conditions, Section 22.0, the University has the right to cancel and terminate the Contract without notice.

 5.16.5 If at any time a petition in **bankruptcy** shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, the University has the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this contract by giving 10 calendar days notice in writing of such termination.

 5.16.6 All notices of performance failure must be submitted in writing to Purchasing, 21 N Park St, Suite 6101, Madison, WI 53715-1218. Purchasing shall be final authority for all performance failure determinations not resolved through the ordering department.

**5.17 Other Eligible Purchasers:**

U.W. System campuses, State of Wisconsin agencies and Wisconsin municipalities.

 A Wisconsin municipality is defined by Wisconsin Statute 16.70(8) to include counties, cities, villages, towns, school boards, sewage, drainage, vocational, technical and adult education districts, and other bodies with the power to award public contracts.

## **5.18 Record and Audit**

 The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.

 The University shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall retain all applicable documents for a period of not less than five years after the final contract payment is made. The University reserves the right to inspect any facilities used to support this Contract.

**AGENT NOTE: Review and change order of precedence as appropriate.**

## **5.19 Entire Contract**

A contract will be awarded based on the criteria established in this Request for Bid, including attachments and any amendments issued. The RFB, the bid response, and written communications incorporated into the contract constitute the entire contract between the parties. The hierarchy of documents in descending order for resolution is as follows:

 A. Contract Award Letter

 B. Original Request Bid Number 1X-5XXX, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ including amendments/attachments

 C. Bidder response to RFB.

 D. Official Purchase Order (when applicable)

 Any other terms and conditions provided by the Bidder with the bid or for future transactions against this contract, including but not limited to click on agreements accepted by the Customer; shrink wrapped agreements; or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University Purchasing Department. Any exceptions to this RFB should be submitted with your response and alternative language proposed. **(Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the bid response as an attachment.  Each deviation and exception must be identified by the section, page and paragraph to which it applies.  In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.) [AGENT: CHOOSE] (A Word copy of this exceptions document must be submitted with your electronic bid response. [AGENT: CHOOSE]**

 Submitting a standard Bidder contract or term and conditionas a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the bid.

 The University reserves the right to negotiate contractual terms and conditions or reject the Bidder‘s response and proceed to the next qualified bidder.

**5.20 Random Sampling:**

 Upon delivery and before payment of the final invoice, up to 1% of the final product may be pulled from the Contractor's delivery truck and inspected to assure the University that the specifications have been met in all respects. Failure to meet any specification will mean rejection of the entire order at no cost to the University. No changes in the specifications will be permitted without written authorization from Purchasing Services.

**5.21 Contract Transition:**

 If the incumbent Contractor is not awarded this contract, the incumbent Contractor may be required to continue providing products and services, at negotiated pricing, on a month-by-month basis in order to provide the University with continued operations and a smooth transition.

UNIVERSITY OF WISCONSIN CONTRACT NO.: 1X-5XXX

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# SECTION #6 SPECIFICATIONS

**SPECIFICATIONS: Specifications included with bid should be “generic” see** [**IPP 27**](http://www.bussvc.wisc.edu/purch/ipp/ipp27.html) **or** [**PRO-C-5**](http://vendornet.state.wi.us/vendornet/procman/proc5.pdf)**.**

**AGENT: SECTION 19 contains the appropriate SPECIFICATION language for the different types of specifications. Select the option and any of its numbered statements that apply.**

**Specifications should be related to how they will be expected to perform during the life of the Contract. Think of product or vendor performance standards that, if they failed to provide would result in a material breach. Specifications should set product or performance related standards.**

**From Procurement Manual** [**PRO-C-5**](http://vendornet.state.wi.us/vendornet/procman/proc5.pdf) **Guidelines for Writing Specifications include: (1) write specifications so as to permit the lowest responsible bid to be the principal basis of award; (2) use performance criteria that will not restrict competition or limit the number of sources bidding; and (3) use generic specifications with no trade names if this is determined to be inappropriate: document in the bid file the rationale for using trade names.**

**SPECIFICATIONS:** **[BRAND NAME]**

The Brands listed on the Itemized Bid List are the only acceptable brands.

Failure to provide product specifications and information for item(s)bid may disqualify your bid. The University will be the sole judge of equivalent acceptability between bidders responses.

UW Specifications may not be revised without an official written amendment issued by Purchasing.

If any Contractor wishes to substitute a private label or house brand for any product (brand name) listed on the Itemized Bid List, the Contractor must bid that product as an alternate. A letter from the manufacturer or processor clearly stating that the private label or house brand meets or exceeds the specifications of the brand name listed on the Itemized Bid List will be required. This letter must be on file and approved by Purchasing before any private label or house brand may be purchased to substitute for a manufacturer’s brand name.

All products delivered to the University must be guaranteed to comply with all Federal Pure Food Laws and Regulations and to applicable Wisconsin Laws.

Nutritional content must be made available to the Food Service units upon request by the University for all products listed on the Itemized Bid List.

**-OR-**

**SPECIFICATIONS OF ITEMS TO BE PROVIDED: [GENERIC]**

See Specifications (Section 6 and Attachment B) and/or Itemized Bid List (Attachment C) for the minimum acceptable specifications for items desired. If you are bidding an alternate item, provide complete specifications, documents and materials showing performance features and details for the items you propose to furnish for the items being bid. For alternate items being bid, the Bidder mustclearly identifyby manufacturer’s name, catalog and model number.

Failure to provide product specifications and information for item(s)bid may disqualify your bid. The University will be the sole judge of equivalent acceptability between bidders responses.

UW Specifications may not be revised without an official written amendment issued by Purchasing.

**AGENT NOTE: Use for generic specifications.**

6.1 The Bidder’s response must be clearly identified by manufacturer and catalog/model/stock number and/or appropriate identification as requested on the Itemized Bid List. Adequate detailed specifications of the itemsbeingoffered or bid **(must) (should)** **[AGENT: CHOOSE ONE]** be included with your bid to insure that the item(s) being bid can be compared to determine if the items meet all specifications.

**AGENT NOTE: when using the first (must) option – you need to choose the second (must) option in the paragraph. When using the (may) option – you need to chose the (should) option in the paragraph.**

6.2 In the event of an emergency situation (pandemic, snow storm, etc.), Contractor **(must provide) (may be required to provide) [AGENT: CHOOSE ONE]** the University with the items/serviceson this bid as required. An emergency preparedness plan to serve the University and the items/services that are available to meet emergency needs **(must be provided.) (should be provided if requested.) [AGENT: CHOOSE ONE]** Minimally, this plan should include emergency contact information, product and service level availability, staffing, equipment, and logistics plan.

6.3 Employee Identification**:**

 All Contractor’s employees, while working on University property, **(must) (should) [AGENT: CHOOSE ONE]** wear a clearly displayed photo identification badge or uniform showing name of employee and/or company represented. Any identification must be provided by the Contractor at the Contractor’s cost. Badges must be available but will not be required to be worn when protective clothing and respiratory protection is required.

6.4 Environmentally Friendly (“Green”) Product**:**

 Contractors are encouraged to identify products that are made of recycled products, that use environmentally friendly production methods, or that can be recycled at the end of their service life. The UW will make every effort to purchase “Green” products wherever feasible or possible based on individual project needs and funding available.

UNIVERSITY OF WISCONSIN CONTRACT NO.: XX-5XXX

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# ATTACHMENT A: BIDDER RESPONSE SHEET

**AGENT INSTRUCTIONS: You must include all pertinent information for completing this Bidder Response Sheet. Listed below are the most commonly used options. Be sure to indicate, by circling, which ones you require for this bid. If some questions that you need are not listed, list them at the end of this page or on a separate sheet.**

**NOTE:**  This form **must be returned** with your bid response.  Numbers for each question below refer to the corresponding section of this document that explains the requirement. Bidder may attach additional relevant information to their bid response; identify sections to which information applies.

==========================================================================================

 **YES NO**

 **SUBMITTAL INSTRUCTIONS**

 Have you included **one (1)** complete set of your bid and **one (1)** CD/DVD/Flash Drive copy? [ ]  [ ]

 (only one (1) copy required if faxing or e-mailing)

1.1 Have you completed and returned all forms required? [ ]  [ ]

2.4 What order method will you accept orders against this contract:

 [ ]  E-mail

 [ ]  Fax

 [ ]  Internet

 [ ]  Mail

 [ ]  Phone

 [ ]  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.5 Do you have the capability of putting the University’s specific pricing on a WEB site that is [ ]  [ ]

 accessible to University Purchasers through a unique logon ID?

 If yes, does your Website provide a means of on-line ordering with our specific [ ]  [ ]

 pricing being applied automatically?

 If yes, does your Order System accept Purchasing Cards for payment? [ ]  [ ]

 If yes, does your Order System provide a self-service means for the customer to track [ ]  [ ]

 their order via Internet?

2.9 Which of your items meet the Energy Star requirements? [ ]  [ ]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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3.7.11 If applicable**,** haveyou included a copy of the GSA contract information? [ ]  [ ]

 Contract #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.8 Will you meet all the requirements for samples and evaluation? [ ]  [ ]

3.9 Will you meet all the requirements for samples and testing? [ ]  [ ]

4.2 Are you in the business of providing \_\_\_\_\_\_\_\_\_\_\_ items/servicesand has your company[ ]  [ ]

 or its principals done so for the past \_\_\_\_ years?

**[AGENT: CHOOSE ONE]**

4.3 Are you an original manufacturer, authorized distributor, or dealer authorized by [ ]  [ ]

 manufacturer. **(with service and repair capabilities for the item?)** [**AGENT: CHOOSE]**

(Identify account number with manufacturer, as applicable.)

 Account # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**-OR-**

4.3 Are you:

 a) an original manufacturer for the product lines being bid? [ ]  [ ]

 b) an authorized distributor for the products/product lines being bid? [ ]  [ ]

 c) a dealer authorized by manufacturer? [ ]  [ ]

 d) do you have service and repair capabilities for the item(s) being bid? [ ]  [ ]

(Identify account number with manufacturer, as applicable.)

 Account # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.4 Have you provided a client list? (see Attachment E) [ ]  [ ]

4.5 What type of documentation (i.e. published price list, list of previous buyers, etc.) will you

 provide to assist the University in its fair price analysis?

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4.6 Are you a licensee for items bearing trademarks, logos or other symbols of the [ ]  [ ]

 University?

 If not, and if necessary, will you become a licensee upon award? [ ]  [ ]

4.7 Do you agree to no minimum order quantity or dollar amount? [ ]  [ ]

4.8 Do you certify that neither your organization nor your principals are presently debarred, [ ]  [ ]

 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

 participation in this transaction by any federal department or agency?

 **Firm Prices**

5.1.1 Do you agree to firm prices as stated? [ ]  [ ]

5.1.2 Do you agree with process and timeframe identified for accepting price increases? [ ]  [ ]

**-OR-**

 **(Firm Discounts) (Firm Percentage Plus or Minus) [AGENT: CHOOSE ONE]**

5.1.1 Do you agree to firm discounts as stated? [ ]  [ ]

5.1.2 Have you provided copies of price lists as required? [ ]  [ ]

5.1.3 Will you provide additional copies to Purchasing and University departments upon request? [ ]  [ ]

5.1.4 Do you agree with process and timeframe identified for accepting price increases? [ ]  [ ]

**-OR-**

 **Firm Prices and Discounts**

5.1.1.1 **Specific Items**: Do you agree to firm prices as stated? [ ]  [ ]

5.1.1.2 Do you agree with process and timeframe identified for accepting price increases? [ ]  [ ]

5.1.2.1 **Non-listed, Related Items**: Do you agree to firm discounts as stated? [ ]  [ ]

5.1.2.3 Have you included copies of price lists as required? [ ]  [ ]

 Will you provide additional copies to Purchasing and University departments upon request? [ ]  [ ]

5.1.2.4 Do you agree with process and timeframe identified for accepting price increases? [ ]  [ ]

5.2 Are you bidding all prices F.O.B. Destination, delivery charges and risk of loss borne [ ]  [ ]

 by the Contractor? (Be sure to read Section 5.2 carefully)

 Country of Origin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Shipping Point \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**-AND/OR-**

5.2 Are you bidding all prices F.O.B. Destination and Installed, delivery and installation charges **[ ]  [ ]**

 and risk of loss borne by the Contractor? (Be sure to read Section 5.2 carefully)

 Country of Origin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Shipping Point \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**-AND/OR-**

5.2Are you bidding all prices On Site Service? (Be sure to read Section 5.2 carefully) [ ]  [ ]

5.4 Do you agree with the requirements for criminal background checks?[ ]  [ ]

5.5 State delivery time \_\_\_\_ days After Receipt of Order (ARO). [ ]  [ ]

 Will you notify ordering department of backorders, discontinuation or delays [ ]  [ ]

 as stated?

5.6 Do you agree with return policy? If not, state your return policy in detail. [ ]  [ ]

5.7 Do you agree with fill rate policy? If not, state your fill rate in detail. [ ]  [ ]

5.9 Will you agree that all invoices will reflect prices established for items on this Contract

 for all orders placed even though the Contract number and/or correct prices may not be

 referenced on each order? [ ]  [ ]

5.11 Do you agree to terms regarding duplicates and overshipments? [ ]  [ ]

5.12 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage [ ]  [ ]

 as required in 5.12 **(and** **have you added) (and will you add) [AGENT: CHOOSE ONE]**  the

 following language to the insurance certificate?:

 *“The Board of Regents of the University of Wisconsin System, its officers, employees and agents” are added**as an ‘additional insured’ under the commercial general, automobile* ***(and Contractor’s)* [AGENT: CHOOSE]** *liability policies on any insurance certificate provided.*

5.14 Do you agree to subcontracting terms and conditions? [ ]  [ ]

5.15 Can you report on items purchased on this contract if requested? [ ]  [ ]

5.17 Do you agree to extending the contract to other:

 University of Wisconsin System campuses? [ ]  [ ]

 State of Wisconsin Agencies? [ ]  [ ]

 Wisconsin Municipalities? [ ]  [ ]

 If **YES**, indicate whether other charges will be added and what those [ ]  [ ]

 charges would be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.19Have you documented exceptions in the formatrequested? [ ]  [ ]

6.2 Are you able to provide the University with items/services on this bid in the event of a [ ]  [ ]

 major catastrophic emergency?

6.3 Will you agree to have all employees wear appropriate identification? [ ]  [ ]

6.4 Have you identified products that are made of recycled products that use environmentally [ ]  [ ]

 friendly production methods, or that can be recycled at the end of their service life?

UNIVERSITY OF WISCONSIN CONTRACT NO.: 1X-5XXX

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# ATTACHMENT B: SPECIFICATIONS

**AGENT NOTE: There are examples in the “**[**Unique Clauses**](http://www.bussvc.wisc.edu/purch/contract/clauses/unique_clauses.html)**” folder for Specifications Table Header (RFB) for your use. Don’t forget to include an explanation of what you are requesting when choosing one of these options.**

UNIVERSITY OF WISCONSIN CONTRACT NO.: 1X-5XXX

MADISON, WISCONSIN 53715-1218 PAGE # OF ??

# ATTACHMENT C: ITEMIZED BID LIST

Costs which are not specifically identified below will not be compensated under any Contract awarded pursuant to this RFB. **[AGENT: CHOOSE].**

**INSTRUCTIONS FOR PREPARATION OF BID FORM**

**Vendor read carefully before preparing "Itemized Bid List"**

**VENDOR STOCK NUMBER** = Bidder must complete. This number must be on invoices.

**MFGR STOCK NUMBER =** Provided

**STOCK OR NON-STOCK**

**ITEMS** = Bidder must complete.

 Delivery is requested within three (3) working days for **stock items** after receipt of a purchase order or release.

 Delivery of **non-stock items** is desired within 10 calendar days.

 **Bidder should indicate on bid list if the item will be a stock or non-stock item.** NOTE: the Food Service Units have indicated on some items that they should be a stock item.

**% OF MARK-UP =** The percent (%) of mark up shown on your bid response must remain firm for the entire length of the contract. If the percent of mark up is not shown on the original bid response, no price adjustment will be allowed for the entire length of the contract.

**EST. ANNUAL QTY =** RH = Residence Halls MU = Memorial Union

**NET UNIT PRICE**

**INCLUDING MARK-UP =** Bidder must complete. Price must include the mark-up percentage

**EXTENDED TOTAL =** Bidder must complete. Est. Annual Qty multiplied by Net Unit Price Incl. Mark-Up.

**LOT TOTAL =** Bidder must complete. Extended totals for all items within the lot.