

UNIVERSITY OF WISCONSIN SYSTEM



REQUEST FOR PROPOSAL (RFP) PS-18-2686

EXCLUSIVE SOFT DRINK POURING RIGHTS AND VENDING RIGHTS

DATE OF ISSUE: December 14, 2017

PROPOSAL DUE DATE: February 8, 2018 2:00 PM (CST)

State of Wisconsin
DOA-3261 (R08/2003)
s.16.75, Wis. Statutes
PROPOSALS MUST BE SEALED AND ADDRESSED TO:



Remove from proposer list for this commodity/service. (Return this page only.)

AGENCY ADDRESS:

University of Wisconsin System
Administration
Office of Procurement
780 Regent Street, Suite 105
Madison, WI 53715

**REQUEST FOR PROPOSAL
THIS IS NOT AN ORDER**

PROPOSER (Name and Address)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal #**PS-18-2686**. Late proposals will be rejected. Proposals **MUST** be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals **MUST** be in this office no later than

February 8, 2018 2PM CST

Public Opening ☐
No Public Opening ☒

Name (Contact for further information)

Paul D. Schlough

Phone

608-265-0557

Date

December 14,
2017

Quote Price and Delivery FOB

N/A

Description

REQUEST FOR PROPOSAL (RFP): Exclusive Soft Drink Pouring Rights and Vending Rights for the University of Wisconsin-Milwaukee

Payment Terms:

Delivery Time:

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Federal Employer Identification No.

Social Security No. if Sole

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

Table of Contents

Section A	9
1 General Information	9
1.1 Introduction	9
1.2 Background	10
1.3 Definitions	10
1.4 Scope of Work (Contract)	12
1.5 Parties To The Contract	13
1.6 Applicable Law	14
1.7 Term of Contract	14
1.8 Excused Performance	14
1.9 Disclosure	14
1.10 Minority Business	14
1.11 Incorporation of Documents	15
1.12 News Releases	15
1.13 Insurance Requirements	15
1.14 Performance Bond or Irrevocable Letter of Credit	17
1.15 Promotional Materials	17
1.16 Hold Harmless	18
1.17 Nondiscrimination and Affirmative Action	18
1.18 Safety	19
1.19 Cash Rights Fees	19
1.20 Annual Sponsorship Opportunities	19
1.21 Calendar of Events/Time Table	19
1.22 Fixed Offer Period	20

1.23	Procuring and Contracting Agency.....	20
1.24	Clarification and/or Revisions to the Specifications and Requirements.....	20
1.25	Vendor Conference and Inspection of Premises.....	21
1.26	Reasonable Accommodations	22
1.27	VendorNet Registration.....	22
2	Proposal	22
2.1	University Shall Provide	22
2.2	Proposer Shall Provide.....	23
2.3	Inclusions	23
2.4	Exclusions for the Contract.....	24
3	Preparing and Submitting Proposal General Instructions.....	25
3.1	Proposal Content	25
3.2	Incurring Costs	25
3.3	Proprietary Information.....	25
3.4	Inspection of Premises	25
3.5	Proposal Response Submission Requirement	26
3.6	Proposal Response Submission	27
3.7	Certification of Independent offer Determination	27
3.8	Proposal Signatory Authority	27
3.9	Conflict of Interest	28
3.10	Proposal Costs	28
3.11	Withdrawal of Proposals	28
3.12	Proposal Organization and Format	28
3.13	Proposed Contract for Exclusive Soft Drink Pouring Rights and Vending Pouring Rights	30
3.14	Proprietary Information.....	31
4	Proposal Acceptance and Award	31
4.1	Preliminary Review	31

4.2	Right to Reject Proposals	31
4.3	Proposal Review	31
4.4	Review Criteria	32
4.5	Award and Final Offer.....	34
4.6	Notification of Intent to Award	34
4.7	Executed Contract to Constitute Entire Agreement	34
4.8	Dispute Process	35
5	Mandatory General Requirements (Written Response Required).....	35
5.1	Name and Address	36
5.2	Reference List and Reference Contact Information.....	36
5.3	Historical Background and Capabilities Documentation	36
5.4	Description of Claims or Lawsuits	36
5.5	Bank References.....	36
5.6	Written Agreement to Terms	37
5.7	Cost Proposal: Cash Rights Fee	37
5.8	Cost Proposal: Post-Mix and Canned/Bottled Beverage	37
5.9	Cost Proposal: Vended Soft Drinks.....	37
5.10	Cost Proposal: Athletic and Non Athletic & Marketing Sponsorship Opportunities Fee.....	37
5.11	Technical Requirements – (Written Response Required).....	38
5.12	Equipment and Service (200 Points).....	38
5.13	Athletic Sponsorship and Non-Athletic & Marketing Sponsorship Opportunities (100 Points) 40	
5.14	Product: Product Portfolio and Product Marketing (200 Points)	40
	Section B	41
1	Vending Cold Beverage Service Specifications	41
1.1	Vending Beverage Service	41
2	General Conditions	44
2.1	Service Requirements	44

2.2	Personnel, Employment and Staffing.....	47
2.3	Fiscal and Accounting Requirements.....	49
2.4	Products, Ordering and Delivery Requirements.....	56
2.5	Pricing.....	58
3	Equipment Requirements.....	59
3.1	Specified Equipment.....	59
3.2	Equipment Location and Installation.....	59
3.3	New And Updated Equipment.....	59
3.4	Required Number of Equipment Review.....	60
3.5	Equipment Maintenance for Life of Contract.....	61
3.6	Equipment Compliance with Safety Requirements.....	61
3.7	Installation of New Technology.....	61
3.8	Monthly Reporting of Bank Card and Cash Sales by Equipment and Location.....	61
3.9	Utilities Responsibility.....	61
3.10	Equipment Ownership.....	61
3.11	Equipment Operation.....	62
3.12	Rate Service Attendants.....	62
3.13	Equipment Operating Instructions.....	62
3.14	Refunds and Malfunction Reports.....	62
3.15	Responsibility for Control of Keys, Proximity Cards and Security Procedures.....	62
3.16	University Storage of Equipment after Contract Cancellation.....	63
3.17	Change Making Equipment.....	63
3.18	Manual Sale of Items.....	64
3.19	Removal of Equipment Upon Termination of Contract.....	64
4	Equipment And Facilities Maintenance, Replacement and Sanitation.....	64
4.1	Premises, Equipment, Supplies and Facility Maintenance.....	64
4.2	State of Wisconsin Inspector Access.....	65

4.3	Preventative Maintenance Program	65
4.4	Vending and Auxiliary Equipment Maintenance and Repair Service Requirements	66
4.5	Equipment Replacement Program	66
4.6	New Industry Security.....	66
4.7	Floor Maintenance	66
4.8	Recycling.....	67
4.9	Sanitary Trash Disposal Requirements	67
4.10	Insect and Pest Control.....	68
4.11	Loss of Equipment	68
5	Contract Cancellation	68
5.1	Contract Termination	68
5.2	Contract Breach	68
5.3	Non-Appropriation of Funds	69
5.4	Failure to Maintain Insurance Requirements	69
6	Contract Administration.....	69
6.1	Campus Contract Administrator.....	69
6.2	Contractor Administrator	70
7	Miscellaneous.....	70
7.1	Separability	70
7.2	Waiver.....	70
7.3	Amendments.....	71
7.4	Adverse Interests	71
7.5	Assignments	71
7.6	Background Check of Personnel	71
7.7	Report of Child Neglect or Abuse	71
7.8	UWM Issued Photo ID Requirements	72
8	Counterparts	72

9	Payment Schedule.....	72
10	Standard Terms and Conditions	72
	Section C.....	76
1	Cost Proposal – Cash Rights Fee (Attachment 1).....	76
1.1	Cash Rights Fee Bid - Each Year(on July 1) of the Contract	76
1.2	Cost Proposal: Sideline Cash Allowance – Athletics.....	76
2	Cost Proposal: Vended Soft Drinks (Attachment 2)	77
2.1	Vended Soft Drink Products	77
2.2	Commission Proposal: Vended Soft Drink Beverages	77
2.3	Annual Guarantee	79
3	Cost Proposal: – Post-Mix and Canned/Bottled Beverage (Attachment 3)	80
3.1	Brand Name and Flavors of Each Product.....	80
3.2	Cost Proposal Form (Price List).....	80
4	Cost Proposal: Athletic and Non-Athletic & Marketing Sponsorship Opportunities Fees (Attachment 4)	83
4.1	Athletic Sponsorship Fee: (payable at contract signing and subsequent contract anniversaries)	83
4.2	Non-Athletic Marketing & Sponsorship Fee: (payable at contract signing and subsequent contract anniversaries)	83
	Section D.....	84
1	Attachment No. 1 – Contract Exclusivity Inclusion and Exclusion.....	84
1.1	Inclusions For The Exclusive Contract.....	84
1.2	Inclusions	84
1.3	Exclusions For The Contract	85
2	Attachment No. 2 – Post Mix Equipment & Coolers	87
3	Attachment No. 3 - Required Vending Equipment.....	89
4	Attachment No. 4 Vending Sales by Location and Machine.....	93
5	Attachment No. 5 – Athletic Sponsorship Opportunities/Non-Athletic Sponsorship and Marketing Opportunities	99

5.1	Athletic Sponsorship Opportunities	99
5.2	Non-Athletic Sponsorship and Marketing Opportunities	99
5.3	Written Proposal of Athletic Sponsorship, Non-Athletic Sponsorship and Marketing Opportunities Required	100
6	Attachment No. 6 - Vendor Information – DOA 3477	101
7	Attachment No. 7 – Vendor Client Reference - DOA 3478	102
8	Attachment No. 8 Bank Reference.....	103
9	Attachment No. 9 – Terms and Conditions	104
10	Attachment No. 10 Proposer Information	104
11	Attachment No. 11 – Designation of Confidential and Proprietary Information DOA 3027	105
12	Attachment No. 12 Affidavit.....	106
13	Attachment No. 13: Checklist	107

Section A

PROPOSAL RESPONSE REQUIREMENTS

1 General Information

1.1 Introduction

The University of Wisconsin System Administration is seeking proposals for the Exclusive Soft Drink Pouring Rights and Vending Rights Business at the University of Wisconsin-Milwaukee. The purpose of this document is to provide interested parties with information to enable them to prepare and submit a Request for Proposal (RFP) for Exclusive Soft Drink Pouring Rights and Vending Rights at the University of Wisconsin-Milwaukee.

The University of Wisconsin System Administration intends to use the results of this solicitation to award a single contract for Exclusive Soft Drink Pouring Rights and

Vending Rights for the University of Wisconsin-Milwaukee on behalf of University of Wisconsin System and the University of Wisconsin Board of Regents. No other University of Wisconsin System Institutions, other than UW-Milwaukee, will be part of this contract.

1.2 Background

The University of Wisconsin-Milwaukee is a University of Wisconsin System Institution. The University of Wisconsin System is one of the largest systems of public higher education in the country, serving more than 181,000 students each year and employing more than 39,000 faculty and staff statewide. The University of Wisconsin System is comprised of 13 four-year universities, 13 freshman-sophomore campuses, and administrative offices for UW Colleges, state-wide university Extension, and University System Administration offices. Together, these institutions are a tremendous academic, cultural, and economic resource for the State of Wisconsin, the nation, and the world.

The University of Wisconsin-Milwaukee invites you to join in creating a unique relationship with the University. This relationship includes exclusive pouring rights for the fountain service and exclusive vending rights for the winning Proposer. Pursuant to the terms of the contract *and subject to the exclusions*, no competitive products or related items including, but not limited to, cups or premium items, shall be made available, sampled, advertised and/or promoted at or by UW-Milwaukee. The University's general goal is to improve beverage service and increase net revenues by maximizing the availability of product, offering marketing and sales opportunities and developing strategies that benefit the University of Wisconsin-Milwaukee and the beverage provider. It is anticipated that an exclusive seven year agreement for beverages will provide additional revenue to support Institutional programs.

1.3 Definitions

As used in this proposal, the following terms, whether used in the singular or plural, shall have the following meanings:

Athletic Department: is the NCAA Division 1 program of the University of Wisconsin-Milwaukee (UWM) which has the second largest NCAA Division I athletics program in the state. The department sponsors 15 Division I sports programs that compete in the 10-team Horizon League. They include men's and women's basketball, soccer, swimming and diving, indoor and outdoor track and field, cross country, men's baseball and women's volleyball and tennis.

Over 300 student athletes participate in competition at UWM, with over 80% of them coming from Wisconsin. Of these student athletes, almost 275 receive some form of

athletic scholarship. An additional 2,500 students participate in intramural and club sport competition.

Athletic competition takes place at five main venues including the Panther Arena (10,900 capacity), Klotsche Center (3,500), Engelmann Field (2,500) and Henry Aaron Field (200) [competition may move to The Rock Sports Complex in 2019].

The Horizon League is rated as a top mid-major conference in the nation. League membership includes Indiana University-Purdue University Indianapolis (IUPUI), University of Illinois-Chicago, University of Wisconsin-Green Bay, Oakland University (Detroit), Cleveland State University, Youngstown State University (Youngstown, OH), Wright State University (Dayton, OH), North Kentucky University (Highland Heights, KY) and UWM.

Cash Rights Fee: Cash payment offered by a Proposer to obtain exclusive soft drink pouring rights and vending rights at the University of Wisconsin-Milwaukee over the time period covered by this contract.

Contract: The written agreement that will be entered into by the University and the successful proposer and will be based on the PROPOSED CONTRACT FOR EXCLUSIVE SOFT DRINK POURING RIGHTS AND VENDING RIGHTS, ATHLETIC SPONSORSHIP FEE AND NON-ATHLETIC SPONSORSHIP FEE.

Bank Card Readers: Vending Transaction Device compatible with bank issued credit and debit cards.

Dining Service, Athletic Department and campus Venues: The locations specified in Section D, Attachment No. 1.

Equipment and Service: The equipment specified in Section B, Numbers 16 & 17 and shall include any services described therein.

Exclusive Soft Drink Pouring Rights and Vending Rights: The exclusive right to designate the brand of soft drink, isotonic beverages, teas, energy drinks, bottled waters, canned/bottled cold coffee and canned/bottled juices & juice drinks (not dispensed or poured juices, dairy drinks or milk) to be served, sold, vended or otherwise made available on campus by the University of Wisconsin-Milwaukee. This does not include off campus individual purchase for use in campus residences or personal offices. If the contractor is unable to provide a particular product to meet consumer demand (i.e. 100% natural juice drink, etc.), the University reserves the right to provide a product from a vendor other than the contractor.

Fiscal Year: A consecutive twelve (12) month period commencing on July 1 and ending on June 30.

Isotonic Beverages: Beverages commonly referred to as “sport drink” beverages.

Proposal: The package on which the Proposers will propose and is more fully described in this RFP Document. Proposal requested herein.

Proposer: An entity submitting a Proposal in response to this Request for Proposal (RFP) in accordance with the requirements specified herein.

Soft Drink Beverages: All carbonated and non-carbonated soda and bottled or canned beverages including soda, waters, teas, energy drinks, juice/juice blends, cold coffee and isotonic beverages. Exceptions include, but are not limited to: all alcoholic and non-alcoholic beer, liquor, and wine beverages, milk, tap water, hot chocolate and the following dispensed or poured items: juices, juice blends, dairy drinks, hot and iced coffees and teas and draft soda.

Sponsorship Opportunities: Any, all, or any combination thereof, of the sponsorship opportunities specified in the sponsorship Opportunities Section C, Attachment No. 4.

University: The Board of Regents of the University of Wisconsin system on behalf of the University of Wisconsin-Milwaukee.

UW-Milwaukee Campus Venues: All University owned acreage including, but not limited to any and all athletic facilities, business offices, residence halls, classrooms, classroom laboratories, restaurants, dining halls, concession areas, retail food outlets, student centers and any and all other buildings or facilities which currently comprise the University of Wisconsin-Milwaukee campus or which may be acquired or constructed during the term of this agreement and which are operated by or in conjunction with the campus, except where specifically excluded.

Vending Venues: All soft drink beverage vending machines specified in Section D, Attachment No. 3.

UWM: Means University of Wisconsin-Milwaukee.

1.4 Scope of Work (Contract)

The University of Wisconsin System Administration (UWSA) Office of Procurement, on behalf of the University of Wisconsin-Milwaukee, desires to obtain written proposals from companies who wish to obtain Exclusive Soft Drink Pouring Rights and Vending Rights for certain related Sponsorship Opportunities for the University of Wisconsin-Milwaukee campus facilities for the contract period specified herein. In general and in addition to other needs specified herein, Proposer is requested to submit a Proposal as described in this Request for Proposal (RFP).

In return for the specified Exclusive soft drink pouring rights and certain Related Sponsorship Opportunities offered to the Proposer, the Proposer shall provide the University of Wisconsin-Milwaukee equipment, services, fees and pricing guarantees. Pursuant to the terms of the contract and subject to the exclusions, no competitive products or related items including, but not limited to premium items, shall be made available, sampled, advertised and /or promoted at or by UWM (subject to exclusions). The University's general goal is to improve beverage service and increase net revenues by maximizing the availability of product, offering marketing and sales opportunities, and developing strategies that benefit the University of Wisconsin-Milwaukee and the beverage provider. It is anticipated that an exclusive, seven-year agreement for beverages will provide additional revenue to support the Institution.

Ultimately, we will create a relationship based upon a shared understanding of these mutual benefits emphasizing active and open communication, and most effectively applying the resources and expertise of each party.

Each Proposer may also include in their Proposal any other items, such as programs, innovations, or resources that it believes would benefit the University of Wisconsin-Milwaukee.

The University shall only consider Proposals from financially responsible firms presently engaged in the business of manufacturing, distributing or selling, or licensing the right to manufacture, distribute or sell Soft Drink Beverages available on a nationwide basis and providing support services in conjunction therewith.

Information submitted by each proposer will determine which Proposal will best serve the University. Failure of successful Proposer to accept any items of its Proposal as part of the Contract may result in cancellation of the award.

1.5 Parties To The Contract

This agreement, hereinafter referred to as "the Contract", shall be between the board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, hereinafter referred to as the "University", and the successful Proposer, hereinafter referred to as the "Contractor", for the privilege of the Contractor to designate the brand of Soft Drink Beverages to be poured or served and vended by the University of Wisconsin-Milwaukee. Such rights shall hereinafter be referred to as "Exclusive Soft Drink Pouring and Vending rights: according to the terms set forth in this contract. Scott A. Hoffland, Director of Retail Services in the Division of Student Affairs shall be the representative of the University responsible for the administration of the contract and referred to herein as "the appropriate campus authority".

1.6 Applicable Law

This contract shall be governed and interpreted under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal, and local laws, ordinances and regulations in effect during the period of this Contract which affect the work or its conduct.

1.7 Term of Contract

It is the intent of the University to start the resulting Contract on or about July 1, 2018 through June 30, 2019 with six (6) automatic one year renewal options. This contract shall automatically be extended each year from the initial year unless UW System Administration Procurement is notified in writing by the contractor; or notifies the contractor in writing, 180 calendar days prior to expiration of the initial and/or succeeding contract terms.

1.8 Excused Performance

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

1.9 Disclosure

If a public official as defined in section 19.42 Wisconsin Statutes, or an organization in which a State public official holds at least 10% interest, is a party to this Proposal, the contract is voidable by the University unless appropriate written disclosure is made to the State of Wisconsin Ethics Board, 125 south Webster Street, Madison, WI 53703.

1.10 Minority Business

The University of Wisconsin is committed to the promotion of minority business in the state's purchasing program. With this procurement a successful contractor is encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department, Bureau of Minority business Development. The UW Purchasing unit shall require from the successful contractor a quarterly report of purchases of such supplies and services necessary for the implementation of the contract. A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of Minority Business Program, 608/267-7806.

The University requests the cooperation of the contractor in reporting on a regular basis all purchases of services or commodities from certified minority businesses used in the performance of this contract. This report shall be submitted to the University Procurement office on an annual basis.

1.11 Incorporation of Documents

The University of Wisconsin-Milwaukee Request for Proposal (RFP) to Submit Proposal, the Proposer responses, written communications and this Agreement constitutes the entire agreement between the parties. The hierarchy of documents in descending order for resolution is as follows:

- A. This Agreement
- B. Proposal No. PS-18-2686
- C. Response received
- D. Written communication starting August 15, 2014

Any conflict of terms shall be governed by the highest listed document.

1.12 News Releases

News releases pertaining to this Contract or any part of Proposal No. PS-18-2686 shall not be made without the prior written approval of the University.

1.13 Insurance Requirements

The contractor shall bear full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred related to this contract.

COVERAGE AND MINIMUM LIMITS.

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Worker's Compensation (WC)</u>	
Statutory Employer's Liability Coverage (B)	\$100,000/500,000/100,000
<u>Commercial General Liability (CGL)</u>	
General Aggregate incl. Prdt/co	\$2,000,000
Each Occurrence	\$1,000,000
<u>Automobile Liability (including hired & non-owned)</u>	
Combined Single Limit	\$1,000,000

Additional Insured Provision

The contractor shall add the Board of Regents of the University of Wisconsin System, its officers, agents and employees as an additional insured under the commercial general and automobile liability policies, for purpose of this contract.

Remodeling or Renovation

The above insurances are required to be in effect during the course of any remodeling, renovation or construction done by or at the direction of the contractor.

Upon notification of award and prior to issuance with the required coverage and limits of insurance issued by an insurance company that has an AM Best rating of A-licensed to do business in the State of Wisconsin and signed by an authorized agent.

Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The contractor shall bear the full and complete responsibility for all risk of loss of premises, or damage to equipment, products or money resulting from any cause including that of sub-contractors and shall not penalize the University for any losses incurred related to this contract.

These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to University of Wisconsin system administration Procurement Office, 780 Regent Street, Madison, WI 53715 before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the contractor for each subsequent renewal period of the contract. The contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

In the event of non-renewal, cancellation or expiration of insurance, the contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. In the event the contractor fails to maintain and keep force the insurance herein required, the University shall have the right to cancel and terminate without notice.

In the event the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice. The contractor shall advise each insuring agency to automatically renew all

policies and coverage in force at the start of and resulting from this contract until specified coverage needs are revised.

1.14 Performance Bond or Irrevocable Letter of Credit

The successful Proposer, hereafter referred to as “contractor”, shall be required to furnish a performance bond in the amount of one hundred thousand dollars (\$100,000). Such bond must be furnished upon notification by the University of Wisconsin System Administration Office of Procurement, and prior to contract award.

In lieu of the performance bond, the contractor may provide an irrevocable letter of credit naming the University as beneficiary. The irrevocable letter of credit shall be in the amount specified for the performance bond and the format content required by the University. The performance bond or irrevocable letter of credit shall be furnished by a company licensed to do business in the State of Wisconsin.

The performance bond or irrevocable letter of credit shall be for the entire contract period. If an irrevocable letter of credit is used, the period shall extend one month beyond the contract expiration date. The performance bond or letter of credit shall provide that in the event of non-renewal, the Procurement Services Office, and the contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract.

In the event of non-renewal, the contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University’s receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.

Failure to provide the bond or irrevocable letter of credit within twenty-one (21) days of notification of award may result in cancellation of contract award.

1.15 Promotional Materials

Except as otherwise provided herein, the Contractor agrees not to use promotional or marketing material which state expressly or by fair implication that the University endorses either the contractor or any sponsor of such material. Equipment bearing University of Wisconsin-Milwaukee marks, logos or other indicia of University of Wisconsin-Milwaukee must be purchased from University of Wisconsin-Milwaukee licensees and be used in accordance with University of Wisconsin-Milwaukee policy.

1.16 Hold Harmless

The contractor agrees to indemnify, defend and hold harmless the board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the contractor, its agents, employees, subcontractors or contractors.

1.17 Nondiscrimination and Affirmative Action

Failure to comply with the conditions of this clause may result in the contractor becoming declared an "ineligible" contractor, termination of the contract or withholding of payment.

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin nondiscrimination clause.

Failure to comply with the conditions of this clause may result in termination of the contract.

To the extent required by law, 41 CFR 60-1/4 (a) and (b) are incorporated by reference in this contract. Additionally, contractor certifies that the contractor complies with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. Contractor further agrees that he or she will obtain identical certification from any subcontractors.

1.18 Safety

All material, equipment and supplies provided to the University must comply fully with all safety requirements set forth by the Wisconsin Administrative code, the rules of the Industrial Commission on safety and all applicable OSHA Standards.

1.19 Cash Rights Fees

A Cash rights Fee is required to be paid to the University of Wisconsin-Milwaukee for exclusive soft drink pouring rights for a seven (7) year period at the beginning of the contract, July 1, 2018 through June 30, 2019 for the first year of the contract and July 1st at each subsequent contract anniversary.

1.20 Annual Sponsorship Opportunities

An Annual Athletic Sponsorship Fee and Non-Athletic Sponsorship Fee will be paid to the University of Wisconsin-Milwaukee for Athletic Sponsorship Opportunities and Non-Athletic Sponsorship Opportunities for a seven (7) year period at the beginning of the contract, July 1, 2018 through June 30, 2019 for the first year of the contract and July 1st at each subsequent contract anniversary.

1.21 Calendar of Events/Time Table

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the University. In the event that the University finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

EVENT	DATE
<u>Release RFP to Vendors</u>	<u>December 14, 2017</u>
<u>Proposer Meeting & Site Survey</u>	<u>January 10, 2018 10:00 am CST</u>
<u>Vendor written Specification & Requirement Questions to System by C.O.B.</u>	<u>January 10, 2018</u>
<u>Answer to Vendor Questions (Estimated):</u>	<u>January 12, 2018</u>
<u>Proposals Due @ 2pm CST UWSA Office of Procurement</u>	<u>February 8, 2018</u>
<u>Proposal Evaluation Process (Estimated)</u>	<u>February 15, 2018 through February 28, 2018</u>
<u>Notification of Intent to Award Contract (Estimated)</u>	<u>March 5, 2018</u>

<u>Appeals Process Time frame (Estimated)</u>	<u>March 5, 2018 through March 12, 2018</u>
<u>Board Of Regent Approval</u>	<u>April 5 & 6, 2018</u>
<u>Performance Bond, COI & Contract Signature Complete</u>	<u>March 9, 2018 – March 30, 2018</u>
<u>Contract Award</u>	<u>April 16, 2018</u>
<u>Transition</u>	<u>April 16, 2018 – June 30, 2018</u>
<u>Start of Contract (Estimated)</u>	<u>July 1, 2018</u>

1.22 Fixed Offer Period

All Proposals submitted to obtain Exclusive Soft Drink Pouring rights, Vending Rights and Related sponsorship Opportunities shall remain fixed and valid for acceptance for a one hundred twenty (120) day period starting on the Proposal due date, February 8, 2018 at 2:00pm CST.

1.23 Procuring and Contracting Agency

The University of Wisconsin System Administration (UWSA), on behalf of UW-Milwaukee, issues this Proposal and is the sole point of contact during the selection process. The person responsible for managing the procurement process is Paul D. Schlough, Procurement Specialist Senior, University of Wisconsin System Administration Office of Procurement.

University of Wisconsin System Administration (UWSA) Office of Procurement will be the contract administrator of this contract. Paul D. Schlough, Procurement Specialist Senior, University of Wisconsin System Administration Office of Procurement will be the contract administrator on behalf of UWSA, or designee as assigned by UWSA.

The University of Wisconsin-Milwaukee will administer this contract through Retail Services. The campus contract administrator will be Scott Hoffland, Director of Retail Services, or designee as assigned by UW-Milwaukee.

1.24 Clarification and/or Revisions to the Specifications and Requirements

Any questions concerning this RFP must be submitted **in writing** on or before **January 10, 2018** to:

Paul D. Schlough, Procurement Specialist Senior
pschlough@uwsa.edu

Questions regarding this RFP should reference **“RFP PS-18-2686 Question”** in the subject line.

Vendors are expected to raise any questions or exceptions they have concerning the RFP DOCUMENT at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should notify immediately the above named individual of such error and request modification or clarification of the RFP.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP.

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

If a Proposer fails to notify the University prior to the Proposal due date of a known error in the Proposal (an error that reasonably should have been known to the Proposer) and a contract is awarded to that Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Any contact with University employees concerning this RFP is prohibited, except as authorized by the RFP manager during the period from date of release of the RFP until the notice of intent to contract is released.

1.25 Vendor Conference and Inspection of Premises

An optional Vendor Proposer Meeting will be held on Wednesday, January 10, 2018 from 10:00-11:30 A.M. at University of Wisconsin – Milwaukee, Student Union, 2200 E. Kenwood Boulevard, Milwaukee, WI, 53211, Room 348. At this time, the RFP Documents will be reviewed, UWSA Staff will field/respond to proposer questions and an optional tour of the infrastructure will be conducted.

Proposers are invited to inspect the project site completely on January 10, 2018 (beginning at 11:30 am Central Time) prior to submitting the Proposal in order to determine all needs associated with the contract. Failure to inspect adequately shall not relieve the contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

Attendance is not mandatory.

For Site Inspection Appointment:
Prospective Proposers are to contact:
Scott Hoffland, Director

Email: scotth@uwm.edu

1.26 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 at a proposal meeting/vendor conference, contact Paul D. Schlough at (608) 265-0557.

1.27 VendorNet Registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state, including the University of Wisconsin System. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state, including the University of Wisconsin System. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. Registration, which is free, guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$50,000. Organizations without Internet access may receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$50,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

2 Proposal

In order to meet the current needs of the University of Wisconsin-Milwaukee, the Proposal presented is to consist of Exclusive Soft Drink Beverages Pouring rights and Vending rights for University of Wisconsin-Milwaukee for seven (7) year period, and include a Sponsorship Program for the UW-Milwaukee Athletic Department.

2.1 University Shall Provide

The University of Wisconsin-Milwaukee shall provide the following to Proposer:

- Exclusive Soft Drink Beverages Pouring rights and Vending Rights for the University of Wisconsin-Milwaukee campus for the Contract Period.
- University of Wisconsin-Milwaukee campus Non-Athletic & Marketing Sponsorship Opportunities specified in Section D, Attachment No. 5 and Athletic Sponsorship Opportunities specified in Section D, Attachment No. 5 for the Contract Period.

- The University reserves the right to negotiate exclusivity for the campus with the contractor.

2.2 Proposer Shall Provide

The Proposer Shall Provide:

- The equipment and services for the University of Wisconsin-Milwaukee specified in Section A, Item 5.12 and Section B, Item 3, and Section D Attachments for the contract period.
- Payment to the University of Wisconsin-Milwaukee for the Contract Period and pursuant to the payment terms set forth in this RFP, and the applicable Cash rights Fee specified in Section C, Item No. 1.
- Payment to the University of Wisconsin-Milwaukee vending commissions at or above commissions as listed in Section C, Item No. 2.
- Guarantee prices for bottled and canned beverages at or below prices as listed in Section C, Item No. 3.
- Payment of Non-Athletic & Marketing Sponsorship Fee to the University of Wisconsin-Milwaukee for non-athletic sponsorship opportunities as listed in Section C, Item 4.
- Payment of Athletic Sponsorship Fee to the University of Wisconsin-Milwaukee for Athletic Sponsorship opportunities as listed in Section C, Item. 4.

2.3 Inclusions

- Campus Soda and Beverage Vending: This vending contract includes soda, isotonic and waters, 100% juices (vending only) and juice blends, iced teas, lemonade, iced coffees and energy drinks.
- Pouring Rights and Canned/Bottled Beverage sales in Units not specifically excluded.
- Campus-Owned Athletic Venue Exclusivity (excludes Panther Arena).
- Excluded sales units (PantherShop, Union Station, 3rd Coast Coop, and All Restor Locations) may have competing product and point of purchase displays within their units as well as any future venues as a result of campus expansion. Competitive products may not be advertised or promoted outside of these locations.
- Contractor may request and create prime shelf space diagrams (plan-o-grams) for the PantherShop, Union Station and All Restor Locations for which the final plan must be mutually agreed upon by the Director of Restaurant Operations, or designee, and the successful bidder.
- University event sponsorships for covered products will be offered exclusively to the successful vendor.

- All banners, ads, sponsorships on the UWM campus or sponsored/authorized by the University or its departments in publications, programs, playbills, etc. Except as otherwise provided herein, the Contractor agrees not to use promotional or marketing material which state expressly or by fair implication that the University endorses either the Contractor or any sponsor of such material. Equipment bearing University of Wisconsin-Milwaukee marks, logos, or the insignia of the University of Wisconsin Milwaukee must be purchased from University of Wisconsin-Milwaukee licensees and be used in accordance with UWM policy.
- Provide 750 cases of soda or water annually for student programming events (*this is in addition to the amount that Athletics is requesting*).
- Athletic marketing and sponsorship opportunities.
- Promotions: “Official Product” Designation in Three Categories:
 - Successful Bidder will acquire exclusive designation as “the official soft drink of the Milwaukee Panthers”.
 - Water product, if available, will acquire exclusive designation as “the official water of the Milwaukee Panthers”.
 - In addition to the Cash Rights Fee, we request a sideline cash allowance to purchase specific items to be used for practices and competitions. We are asking for an annual cash allowance to directly purchase sideline products from the successful vendor. Items to be purchased would include:
 - Sport Drink Powder Mix – 600 - 2 gallon canisters or equivalent
 - Protein Shakes
 - Cups – 20 cases of 8-10 oz. cups
 - Water Bottles – 192 of 32 oz. with push pull lid
 - Sideline Coolers – 15
 - Towels – 10 dozen

NOTE: Indicate in space provided: *the cash equivalent* of above products if offered. Cash will be used for purchase of product from successful vendor.

2.4 Exclusions for the Contract

2.4.1 Locations Excluded From the Contract

- UWM PantherShop
- Sandburg Restor
- Union Station
- NWQ Restor
- Alumni House
- Downtown Campus – Continuing Education

- 3rd Coast Co-Op
- Catering where customer specifically requests another product
- Any future venues as a result of campus expansion or where current contracts exist

2.4.2 Products Excluded From the Contract

- Snack Vending
- Cold Food Vending
- Milk, Hot Chocolate, Coffee, Non-Alcoholic “beer” and “wine” beverages, any Alcoholic Beverages, Dispensed 100% juices, dispensed juice blends and drinks in dispensers, and draft sodas (e.g. Sprecher Root Beer).

3 Preparing and Submitting Proposal General Instructions

3.1 Proposal Content

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site demonstrations or oral interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

NOTE: Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

3.2 Incurring Costs

The University is not liable for any cost incurred by proposers in replying to this RFP.

3.3 Proprietary Information

As the University is a state agency, any restrictions on the data contained within a Proposal submitted must be clearly stated on the Proprietary Form Section B. Proprietary information submitted will be handled in accordance with applicable State of Wisconsin law. It is the vendor's responsibility to defend the determination in the event of an appeal or litigation. Data, documentation and innovations contained in the Proposal become the property of the University. Excessive designation of information as proprietary may result in disqualification of your Proposal.

3.4 Inspection of Premises

Bidders are encouraged to inspect the project sites prior to submitting the Proposal in order to determine all needs associated with the contract. A site visit will occur after the

vendor meeting on January 10, 2018. Failure to inspect shall in no way relieve the contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract. Contact Scott Hoffland, Director of Retail Services, to coordinate the tours (scotth@uwm.edu).

3.5 Proposal Response Submission Requirement

Seven (7) hard copies of the completed proposals, including the signed original, may be mailed, delivered by Proposer or by a third-party/courier service **in a sealed envelope or package with the RFP number on the outside. One (1) copy of the proposal must be submitted on a USB Flash Drive. A second (2nd) copy of the proposal with all proprietary information pulled must be included on the USB Flash Drive and clearly marked as such.** Proposals must be received and date/time stamped prior to 2:00 p.m. CST on the stated proposal due date. Proposals not so date/time stamped shall be considered late. **Late proposals shall be rejected.**

Proposals must be delivered to:

Paul D. Schlough
Procurement Specialist Senior
University of Wisconsin System Administration's Office of Procurement
780 Regent St., Suite 105
Madison, WI 53715

Receipt of a proposal by the University mail system does not constitute receipt of a proposal by the Purchasing Office, for purposes of this RFP.

To ensure confidentiality of the document, all proposals must be packaged, sealed and show the following information on the **outside of the package**:

- Proposer's name and address
- Request for proposal title (RFP: Exclusive Soft Drink Pouring Rights and Vending Rights for UW-Milwaukee)
- Request for proposal number (PS-18-2686)
- Proposal due date February 8, 2018 2:00 PM CST

An original plus 1 copy of the **Cost Proposal (Section C, Item No. 1, 2, 3 and 4)** must be sealed and submitted **as a separate part of the proposal**. The outside of the envelope must be clearly labeled with the words "Cost Proposal, RFP (Name of RFP)" and name of the vendor and due date. The cost proposal is due to the addressee on the due date and time noted above. **One (1) copy of the cost proposal must also be submitted on USB Flash Drive.**

3.6 Proposal Response Submission

Proposals must be received, date and time stamped no later than 2:00 PM CST, February 8, 2018. Vendors must allow sufficient time for delivery of their Proposal by the time specified. Proposals not received on time will be rejected.

3.7 Certification of Independent offer Determination

By submitting a Proposal, the Proposer certifies, and in the case of a joint Proposal, to its own firm, that in connection with this Proposal:

3.7.1 Independent Offer

The Proposal has been arrived at independently, without consultation, communication or contract with any competitor for the purpose of restricting competition, and;

3.7.2 Offer Disclosure

Unless otherwise required by law, the offer cited in this Proposal has not been and will not be knowingly disclosed by the Proposer prior to opening directly or indirectly to any other Proposer, and;

3.7.3 Restriction of Competition

No attempt has been made, nor will be made by the Proposer, to induce another person or firm to submit or not submit a Proposal for the purpose of restricting competition.

3.8 Proposal Signatory Authority

Each person signing this Proposal certifies that:

3.8.1 Offer Responsibility

S/he is the person responsible for the decision to the offer and has not nor will not participate, in any action contrary to 3.7.1 through 3.7.3; or

3.8.2 Agent Authorization

S/he is not the person responsible for the decision to the offer, but has been authorized in writing to act as agent to quote for the persons responsible for such decisions; has the authority to certify that such persons have not and will not participate in any action contrary to 3.9, and as their agent certifies this; and has not participated nor will not participate, in any action contrary to 3.7.1 through 3.7.3.

3.9 Conflict of Interest

By submitting a Proposal, the Proposer certifies that no relationship exists between the Proposer and the University that interferes with fair competition or is a conflict of interest; and no relationship exists between such Proposer and another person or firm that constitutes a conflict of interest that is adverse to the University.

3.10 Proposal Costs

The University is not liable for any cost incurred by vendors in replying to this Proposal.

3.11 Withdrawal of Proposals

Vendors may withdraw a Proposal in writing at any time up to the Proposal closing date and time. To accomplish this, the written request must be signed by an authorized representative of the vendor and submitted to Paul D. Schlough, Procurement Specialist Senior. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the vendor may submit another Proposal at any time up to the closing date and time.

3.12 Proposal Organization and Format

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

3.12.1 Cover Sheet (DOA-3261)

The cover page DOA-3261 (found on page number 2 of this Request for Proposal (RFP)) must be completed by the proposer and submitted with the Proposal.

3.12.2 Section A, No. 5.0 Mandatory Requirements

Written responses shall be identified by each section number and letter and in numerical order Section A, No. 5.0, Items 5.1 through 5.13. (Includes Section C Attachments Numbers 1, 2, 3, and 4).

3.12.3 Section A, No.5.0 Mandatory General Requirements.

Proposers are to describe in detail their Proposal to meet each requirement. Written responses shall be numbered and in the stated order Section A, Item 5.0, Items 5.1 through 5.14. (Includes Section D Attachments Numbers 5 through 12.)

3.12.4 Section D, Attachment No. 7 Proposer References

Proposers are required to provide Vendor Client References as described in Section D, Attachment No. 7.

3.12.5 Section D, Attachment No. 8 Bank References (Financial Stability)

Proposers are required to submit Bank References as described in Section D, Attachment No. 8

3.12.6 Section C, Item No. 3 Product Pricing and Beverage List: Cost Proposal

Proposers are required to complete and submit the Product Pricing and Beverage List Cost Proposal. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal. No mention of the cost proposal may be made in the response to the general or technical requirements of this Request for Proposal. (Section C, Attachments No. 1, 2, 3 and 4 must be submitted together in a separate sealed envelope)

3.12.7 Section C, Item No. 2 Vended Soft Drinks: Commission Proposal

Proposers are required to complete and submit the Vended Soft Drinks Commission Proposal and Annual Guarantee. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal. No mention of the commission proposal/cost proposal may be made in the response to the general or technical requirements of this Request for Proposal. (Section C, Item No. 1, 2, 3 and 4 must be submitted together in a separate sealed envelope)

3.12.8 Section C, Item No. 1 Cash Rights Fee

Proposers are required to complete and submit the Cash Rights Fee Proposal. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal. No mention of the cost proposal may be made in the response to the general or technical requirements of this Request for Proposal. (Section C, Attachments No. 1, 2, 3 and 4 must be submitted together in a separate sealed envelope)

3.12.9 Section D, Attachment No. 5, (5.1) Athletic Sponsorship Opportunities

Proposers are required to complete and submit the Athletic and Non-Athletic Sponsorship Opportunities documentation identifying marketing sponsorship assistance.

3.12.10 *Section D, Attachment No. 5, (5.2) Non-Athletic & Marketing Sponsorship Opportunities*

Proposers are required to complete and submit the Non-Athletic Sponsorship/Non-Athletic Sponsorship documentation identifying marketing sponsorship assistance.

3.12.11 *Section C, Attachment No. 4 Athletic and Non-Athletic & Marketing sponsorship Opportunities Fees*

Proposers are required to complete and submit the Non-Athletic Sponsorship/Non-Athletic & Marketing Sponsorship Fee documentation identifying marketing sponsorship assistance. (Items 4.1 and 4.2)

3.12.12 *Section D, Attachment No. 9 Terms and Conditions.*

Proposers are required to agree to the Terms and Conditions established in the Request for Proposal and the Proposal submission.

3.12.13 *Section D, Attachment No. 11. Designation of Confidential and Proprietary Information (DOA-3027)*

Proposers are required to name/document/identify all proprietary and confidential information.

3.12.14 *Section D, Attachment No. 6 Vendor Information (DOA-3477)*

Proposers are required to document specific vendor information requested on the DOA 3477 form as requested in Section D, Attachment No.6.

3.12.15 *Section D, Attachment No. 12 Affidavit*

Proposers are required to complete the Affidavit Form - Section D, Attachment No. 12.

3.13 Proposed Contract for Exclusive Soft Drink Pouring Rights and Vending Pouring Rights

The PROPOSED CONTRACT in Section B provides the terms and conditions the University expects to be in the contract between the University and the successful Proposer. Any changes to a proposed term or condition a Proposer wishes the University to consider must be submitted with the Proposal. The University, in its sole discretion, may modify any portion of this proposed contract.

3.14 Proprietary Information

As the University is a state agency, any restrictions on the data contained within a Proposal submitted must be clearly stated on the Proprietary Form, **Section D, Attachment No. 11**. Proprietary information submitted will be handled in accordance with applicable State of Wisconsin law. It is the Proposer's responsibility to defend the determination in the event of an appeal or litigation. Data, documentation and innovations contained in the Proposal become the property of the University. Excessive designation of information as proprietary may result in disqualification of your Proposal.

4 Proposal Acceptance and Award

4.1 Preliminary Review

The Proposals will be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in rejection of the Proposal. In the event that all vendors do not meet one or more of the mandatory requirements, the University reserves the right to continue the review of the Proposals and to select the Proposal that most closely meets the requirements specified in this Proposal.

The University shall only consider Proposals from financially responsible firms presently engaged in the business of manufacturing, distributing or selling soft drink beverages, or licensing any such rights.

4.2 Right to Reject Proposals

The University reserves the right to accept or **reject** any and all Proposals. The University may negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the University may negotiate a contract with the next highest scoring proposer.

4.3 Proposal Review

All Proposers will submit a Proposal.

The successful Proposer will at a minimum be required to meet all of the equipment, service and product requirements with the exception of the exclusions listed in **Section D Attachment No. 1** and meet the guidelines and requirements noted in **Section D,**

Attachment No. 5 - 12. The Proposer will also be required to submit written response to **Section A, Item No. 5 (5.1 through 5.14 in entirety)** and respond to and submit all required Attachments within **Section C, Attachments 1-4**. Once minimum requirements are met, accepted Proposals will be reviewed against the stated criteria. A Proposer may not contact any member of a review committee except at the University's direction. The committee may review references, request interviews, and/or conduct on-site visits and use the results in reviewing the Proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75 (3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

4.4 Review Criteria

Accepted Proposals will be evaluated by the University. Review and selection of a Proposal will be based on the analysis of the product pricing, commissions, fees, innovations, equipment, marketing, services and supplies at the facilities for the time period specified in the Proposal. Oral interviews may be required after the written proposals are received. Failure to attend an oral interview may result in rejection of the Proposer's proposal.

4.4.1 Evaluation Criteria/Point Matrix

4.4.1.1 Cost Proposal: Cash Rights Fee (w/Sideline Cash Allowance): 0-100 points

4.4.1.2 Cost Proposal: Vending Commission: 0-100 points

4.4.1.3 Cost Proposal: Post-Mix and Canned/Bottled Beverage: 0-250 points

4.4.1.4 Cost Proposal: Athletic and Non-Athletic & Marketing Sponsorship Opportunity Fee: 0-50 points

4.4.1.5 Equipment and Service (Section 5 Mandatory General Requirements Written Response): 0-200 points

4.4.1.6 Athletic/Non-Athletic and Marketing Sponsorship Opportunities: 0-100 points

4.4.1.7 Product: Product Portfolio and Product Marketing: 0-200

Maximum Points: 1000 points

4.4.2 The Cash Rights Fee Individual Evaluation

The Cash Rights Fee will individually be evaluated with the most points awarded to each proposal with the highest cash commitment, using the formula:

Cash rights Fee – (100 Maximum points each)

To determine the points to be awarded for each the following formula is used:

Other Proposal score / Greatest total Financial investment (constant) X 100 = Score

The largest Cash Rights Fee each score 100.

4.4.3 The Vending Commission Individual Evaluation

The Vending Commission will individually be evaluated with the most points awarded to each proposal with the highest cash commitment, using the formula:

Vending Commission – (100 Maximum points each)

To determine the points to be awarded for each the following formula is used:

Other Proposal score / Greatest total Financial investment (constant) X 100 = Score

The largest Vending Commission shall score 100.

4.4.4 The Post-Mix and Canned/Bottle Beverage Evaluation

The Value of Post-Mix and Canned/Bottled Beverage Savings will be evaluated with the most points awarded to the proposal with the lowest cost to the University, using the following formula:

Lowest Total Product Costs (Constant)		Other Proposals
(maximum Cost less the bid price)	/	(Varies according to firm being scored)
X 250 = Score		

The lowest costs shall score 250 points.

Calculation of points awarded to subsequent firms will use the lowest costs proposed as a constant numerator and the total dollar amount of the firm being scored as the denominator.

4.4.5 Athletic, Non-Athletic and Marketing Sponsorship Fee Evaluation

The Athletic, Non-Athletic and Marketing Sponsorship Opportunities Fee will individually be evaluated with the most points awarded to each proposal with the highest cash commitment, using the formula:

Other Proposal score / Greatest total Financial investment (constant) X 50 = Score

The greatest Athletic, Non-Athletic and Marketing Sponsorship Opportunities Fee shall score 50.

4.5 Award and Final Offer

The University will compile the final scores (technical and cost) for each proposal. The award will be granted in one of two ways. The award maybe granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If best and final offers are requested by the University and submitted by the vendor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring proposer. However, a proposer should not expect that the University will request a best and final offer.

4.6 Notification of Intent to Award

All Vendors who responded to this Request For Proposal (RFP) will be notified in writing of the University's intent to award the contract(s) as a result of this RFP.

After notification of the intent to award is made, and under the supervision of University staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at 780 Regent Street, Suite 105, Madison, WI 53715. Vendors should schedule reviews with Paul D. Schlough, Procurement Specialist Senior at 608-265-0557.

4.7 Executed Contract to Constitute Entire Agreement

In the event of contract award, the contents of this PROPOSAL (including all attachments), PROPOSAL addenda and revisions, the Proposal of the successful Proposer, and additional terms agreed to, in writing, by the agency and the contractor

shall become part of the contract. Failure of the successful Proposer to accept these as a contractual agreement may result in a cancellation of award. (See Section B, Item No. 19)

4.8 Dispute Process

Any dispute of the University's award must be made in writing no later than five (5) working days after University of Wisconsin System Administration Office of Procurement issues the intent to award notice. Written notice of dispute must be filed with the Associate Vice President of Administrative Services of the University Wisconsin System in care of:

Rich Lampe
Director, UW System Office of Procurement
University of Wisconsin System Administration
780 Regent Street, Suite 105
Madison, WI 53715

A complete written dispute must be received by the Director, UW-System Office of Procurement, no later than five (5) working days after the award notice is issued.

The Protestor may appeal the decision of the Associate Vice President of Administrative Services of the University Wisconsin System to the Vice President of Administration of the University of Wisconsin System within five working days of issuance of the decision, with a copy to the UW System Office of Procurement.

5 Mandatory General Requirements (Written Response Required)

The Proposers response to this subsection must clearly demonstrate the capacity to handle the needs stated in this Proposal in addition to the Proposer's current workload. The University reserves the right to request supplementary information deemed pertinent to assure Proposers competence, business organization, and financial resources are adequate to successfully perform services.

Provide on company letterhead a concise, detailed description of the following:

Pass/Fail Technical Scoring Starts Here:

Pass/Fail: Items 5.1 through 5.6

5.1 Name and Address

Name and Address of your operating firm. Names of owners or principles of your Firm. If a corporation, provide date of incorporation and President's name. If other than corporation or partnership, describes organization and name of principals. If individual or partnership, provide date of organization and name and address of all partners (state whether general or limited partnership). Complete and return Vendor Information **Form Section D, Attachment No. 5. Pass/Fail**

5.2 Reference List and Reference Contact Information

Provide name, address and phone number of contact person from at least three locations where you provide soft drink products and services to universities of similar size to the University of Wisconsin-Milwaukee and/or beverage service to relevant commercial or institutional dining operations of similar size to the University of Wisconsin-Milwaukee campus. **Complete and return Section D Attachment No. 6.**

The University will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project. The results of the references will be provided to the review committee and used in reviewing the Proposal. **Pass/Fail**

5.3 Historical Background and Capabilities Documentation

Provide historical background and capabilities of your company with special emphasis on your ability or your licensee's or other agent's ability to provide Soft Drink Beverages, equipment for serving and dispensing the Soft Drink beverages and related support services to facilities of comparable size and complexity to the University of Wisconsin-Milwaukee and its Dining Service Venues. **Pass/Fail**

5.4 Description of Claims or Lawsuits

List and describe any claims or lawsuits that have been made against your company for non-performance or inadequate performance as a provider of beverages and related services or as a licensee or recipient of other similar rights to pour and/or sell your brand of beverages at an athletic or dining service facility or other similar facility, building or event. **Pass/Fail**

5.5 Bank References

List three bank references with which your firm is currently transacting business. **Complete and return Section C, Attachment No. 7. Pass/Fail**

5.6 Written Agreement to Terms

Describe your firm's willingness to agree to as written the terms and conditions specified in section B, Proposed Contract for Exclusive soft Drink Pouring Rights and Vending rights. Describe your firms approach to meeting these written terms and conditions.

Complete and return Section C, Attachment No 8. Pass/Fail

Pass/Fail Technical Scoring Ends Here

Cost Proposal Bid Instructions Start Here:

5.7 Cost Proposal: Cash Rights Fee

The Cash Rights Fee will be part of the Net Proposal Value. Complete **Section C., Attachment No. 1** and include with your response.

5.8 Cost Proposal: Post-Mix and Canned/Bottled Beverage

Product Pricing for Post-Mix and Canned/Bottled Beverages must be at the levels designated in **Section C, Attachment No. 3** or less. Complete Section C, Attachment No.3 and include with your response.

The University of Wisconsin-Milwaukee shall be allowed to purchase the winning Proposers products at or below the prices as listed in **Section C, Attachment No. 3.**

5.9 Cost Proposal: Vended Soft Drinks

Vending Soft Drinks commissions paid to the University of Wisconsin-Milwaukee shall be at or above the commissions as listed in **Section C, Attachment No. 2.**

5.10 Cost Proposal: Athletic and Non Athletic & Marketing Sponsorship Opportunities Fee

Athletic and Non-Athletic & Marketing Sponsorship Opportunities Fees paid to the University of Wisconsin-Milwaukee at signing of contract and annually on July 1 of each year of the contract. **Section C, Attachment No. 4.**

Cost Proposal Bid Instructions End Here:

5.11 Technical Requirements – (Written Response Required)

Provide a written response for each item identified in 5.12 (5.12.1 through 5.12.4) through 5.13., by each number and in the numbered order. If a response cannot be made to the Proposal on a particular item number, respond with the answer “N/A” or Explain in detail.

Technical Scoring Starts Here:

5.12 Equipment and Service (200 Points)

The equipment required for fountain dispensed drink is designated in the following sections: **Section D, Attachment No.2.** Equipment for vending is required per **Section D, Attachment No.3.**

5.12.1 University Dining Service – Post Mix Equipment

POST MIX EQUIPMENT

Equipment meeting or exceeding specification of existing units, to be furnished on this contract, shall be new and furnished at no charge to the University. The Contractor will provide all materials, accessories and labor required for proper installation. Contractor instruction regarding setting and adjustment of the Brix reading to meet standards and daily cleaning type of maintenance shall be provided to the using locations as required.

Dispensers operate with their own electrical refrigeration unit for service of cold beverages. All equipment, beverage and CO2 cylinders, hoses and other accessory components must be maintained in good condition at no charge by the contractor or be promptly replaced.

Contractor is to provide, install and maintain all necessary equipment for the CO2 system used on dispensers at no cost to the university (excludes CO2 gas supply). Location of CO2 system is to be mutually agreeable between contractor and Contract Administrator.

All equipment provided on this contract must be insured by the Contractor with complete coverage for any damage, theft, etc. incurred during the entire contract period.

Equipment additions and deletions during the period of contract must be approved by the University Contract Administrator and will be issued by formal purchase order.

One spigot per fountain, is required to be deemed open for the use of any brand or product of the University's choice.

Required Post Mix Equipment by Location: Section D, Attachment No. 2.

Describe how your company will meet the Post Mix Equipment Requirements described in this RFP.

5.12.2 Vending Machines

Vending Machines at locations listed in **Section D, Attachment No. 3.**

Describe how your company will meet the business requirements for Vending Machines described in this RFP.

5.12.3 Equipment Information

Proposer Shall Attach Separate Pages Indicating:

- 5.12.3.1 Ability and Proposal to meet such equipment needs, including Proposer's willingness to use its best efforts to provide equipment that effectively operates in conjunction with the overall University Venues.
- 5.12.3.2 The manufacturer model numbers and year manufactured for each piece of equipment that will be provided by Proposer.
- 5.12.3.3 The list price for each piece of equipment that will be provided by the Proposer.
- 5.12.3.4 The useful life for each piece of equipment that will be provided by Proposer.
- 5.12.3.5 The depreciation schedule for each piece of equipment that will be provided by Proposer.
- 5.12.3.6 Proposer's Proposal for replacing the equipment to ensure that the University of Wisconsin-Milwaukee Venues continually operate with state of the art equipment.

5.12.4 Submit a Service Proposal for the Following:

- 5.12.4.1 Cleaning and flushing post-mix beverage equipment.
- 5.12.4.2 Twenty-Four (24) Hour, Seven (7) Day Per Week, toll free telephone number for equipment support service.
- 5.12.4.3 Repair or replacement of any fountain within Twenty-Four (24) hour and vending equipment within Forty-Eight (48) hour notice.
- 5.12.4.4 Twenty-Four (24) Hour, Seven (7) Day Per Week, toll free telephone number for emergency repair services.
- 5.12.4.5 Respond to emergency repairs within Two (2) Hours of notification.
- 5.12.4.6 Please describe your methods of determining customer preference of product and flavors to be served at various venues along with the process to initiate ideas for delivering these products to consumers.

5.13 Athletic Sponsorship and Non-Athletic & Marketing Sponsorship Opportunities (100 Points)

Athletic Sponsorship and Non-Athletic & Marketing Sponsorship Opportunities:
Complete Section D, Attachment No. 5.

5.14 Product: Product Portfolio and Product Marketing (200 Points)

5.14.1 Products

- 5.14.1.1 Provide a Portfolio of Post Mix Products to be supplied the University that meet the university's business requirements defined in this RFP.
- 5.14.1.2 Provide a Portfolio of Vending Products to be supplied the University that meet the university's business requirements defined in this RFP.

5.14.2 Product Marketing Plan

Please attach a Marketing plan that describes how your company will market and promote products at the university.

Technical Scoring Ends Here

Section B

Contractual Business Requirements

Proposed Contract for Exclusive Soft Drink Pouring Rights and Vending Pouring Rights

1 Vending Cold Beverage Service Specifications

1.1 Vending Beverage Service

The University desires a sound, well-managed vending beverage service which will serve the varied components of the University, reflect the professional attitudes that will enhance the image of the University, and provide its customers consistent and predictable service. The vending beverage service shall be supportive service for student activities and react to the changing trends in the vending industry and changes in campus demographics.

1.1.1 *Vending Equipment and Card Readers*

The contractor shall be responsible for providing vending machines compatible with bank issued credit cards, bank issued debit cards, and coin/cash. The contractor is responsible for maintain machines that accept bank credit card payment. The university will not provide or be responsible for card readers.

1.1.2 *Comparable Standards of Service*

The University shall determine which is in the University's best interest regarding all such matters of the spirit shop, convenience store and dining services. The contractor shall cooperate with the University to maintain comparable standards of service, menu variety and comparable portions and prices with that available in dining services.

1.1.3 *Sale of Food and Beverages by Organizations Recognized by the University*

Upon advance approval of the University, recognized organizations shall be permitted to sell food and beverages on campus in connection with authorized University events such as bake sales, fund-raisers and student activity programs.

1.1.4 *Additional Vending Service Potential*

When appropriate, the University shall advise the contractor of campus functions which may require additional vending beverage service to maximize service and revenue

potential. Athletic tournament, large conferences, summer camp and department sponsored activities are examples of such functions.

1.1.5 Vending Minimum Portions and Product specifications

1.1.5.1 Compliance to Portions and Prices Specified in the Contract

The contractor shall comply with the portions and prices specified in this contract and those additions arrived at by mutual agreement of the University and contractor at the start of this contract. The item portion and price schedule included in these specifications shall serve as a price and portion guide for other items not specifically included.

1.1.5.2 Detailed listing of Pricing and Portions

One month prior to the start of the contract, the contractor shall provide a detailed listing of portions and prices of all other products intended to be served for prior approval by the University. All portion and price change requests shall be submitted to the University in writing for approval prior to implementation.

Price and portion change requests from the contractor may be submitted to the University for consideration on an annual basis. The University intends to only make price and/or portion changes July 1 of each year, and not until after the first six months of the contract. Under extenuating circumstances, and with price adjustment documentation, the University will consider price/portion adjustment requests.

The contractor shall provide the University with price and portion change requests a minimum of forty-five (45) days prior to July 1. The contractor shall provide the University with data supporting changes being recommended. After cost change verification, the University shall determine those price and/or portion changes to be approved and the effective day. The University may in part, use the Consumer Price Index (CPI) – All Urban Consumers, Midwest Region – Size B/C, Food away from home changes as a guideline in evaluating the contractor's price change proposals. Then University may negotiate increased commissions on select products when cost increases are less than the amount of the sale price increases.

1.1.5.3 Sales Tax Requirements

All Prices include State and local sales tax.

1.1.5.4 Selling Price and Minimum Portion Schedule

Product	Specification	Specification/Portion Size	Price
Soft Drink	Minimum of six (6) flavors per vendor to include Pepsi-Cola or Coca-Cola. Other flavors and brands including water determined by mutual agreement.	Bottle Vending 20 oz.	\$1.50
Isotonics / Sports Drinks		Drink 20 oz.	\$1.50
Energy Drink		Energy Drink 16-20 oz.	\$2.00 - \$2.50
Waters – regular, flavored, carbonated, vitamin, etc.		16-20 oz.	\$1.25-\$1.75
Natural Fruit & Vegetable Juices & Teas	Natural Fruit & Vegetable Juices & Teas: Blended/100%	Container 12 oz.	\$1.00/\$1.25
Natural Fruit & Vegetable Juices & Teas	Natural Fruit & Vegetable Juices & Teas: Blended/100%	Container 15-20 oz.	\$1.50/\$1.75
Cold Coffee	Cold Coffees/Frappuccino	Container 9-16 oz.	\$1.25-\$1.75

1.1.5.5 Soft Drink Product Requirements

The University shall require that the vendor be able to furnish a minimum of six (6) flavors including Cola (Pepsi or Coca-Cola), a diet cola (Pepsi or Coca-Cola), and other soft drinks not limited to Root Beer, Orange, Lemon Lime, Diet Lemon Lime, Diet Caffeine-Free Cola (Pepsi or Coca-Cola), Sports Drinks, Energy Drinks, Teas and Water. Product mix and sizes by machine and location shall be determined by mutual agreement of the University and contractor. The vendor should supply a full list of product offerings with the Proposal. The University may require a sample before using a particular product. If the contractor is unable to provide a particular product to meet

consumer demand (i.e. 100% natural juice drink, etc.), the University reserves the right to provide a product from a vendor other than the contractor.

1.1.5.6 Natural Fruit & Vegetable Juice & Teas Product Requirements

The natural fruit and vegetable juice selections shall be grapefruit, grape, tomato, V/8 cocktail, orange, pineapple, cranberry, etc. Combination juices (less than one hundred percent (100%) juice) may be vended from the juice vendor but no more than fifty percent (50%) of the selections in the juice vendor may be combination juices. Name brands of national acceptance shall be provided and all other brands shall require prior University approval. At locations where a juice vendor is not provided, these products may be vended from the variable priced beverage machine and commissions shall be paid on natural juices as quoted per Proposal Submittal. If the contractor is unable to provide a particular product to meet consumer demand (i.e. 100% natural juice drink, etc.), the University reserves the right to provide a product from a vendor other than the contractor.

1.1.5.7 University Advisement of Product

The contractor shall take under advisement the University's wishes regarding such considerations as brand preference, design and material specifications of supply items, use of state products, and use of local vendors where the resulting costs do not significantly jeopardize the fixed guarantee and commissions of this contract.

2 General Conditions

2.1 Service Requirements

2.1.1 Service Provided

The Contractor shall provide the services described in the **Proposal** and Contractor's response to the **Proposal**. Contractor shall furnish all Supplies, equipment, management and labor necessary to carry out the terms and conditions described herein.

2.1.2 Relative Service Items

The contractor agrees that items relative to obtaining Exclusive Soft Drink pouring and Vending rights for beverage operations not covered herein may be added by the University to this Contract without voiding provisions of the existing Contract. Additional services shall be furnished to the University by the contractor with additional considerations.

2.1.3 Quarterly Business Review

Recognizing that successful performance of this Contract is dependent on favorable response from the users, the Contractor shall meet a least quarterly with the Contract Administrator and/or authorized student committees to effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and staff. A mid-April meeting is required to plan additional machines and services for summer camps and conferences. After the initial contract year, the parties may upon mutual agreement adjust the specific terms, commissions or guarantees of this Contract where circumstances beyond the control of either party require adjustments. All adjustments shall be proposed in writing by the University to System Administration Office of Procurement for approval prior to becoming effective. All required contract amendment(s) shall be issued by the System Administration Office of Procurement.

2.1.4 Required Permits & Licensing Responsibility

The Contractor shall be financially responsible for obtaining all required permits, licenses (including parking) and bonds to comply with pertinent board of Regents, University of Wisconsin System regulations, and municipal, county, state and federal laws and shall assume liability for all applicable taxes including but not restricted to sales and property.

The contractor shall furnish all supplies, equipment, management and labor necessary for the efficient operation of the specified services included in this contract, subsequent extensions and amendments.

2.1.5 Determination of Customer Preference

The Contractor shall provide methods of determining customer preference of product and flavors to be served at various venues. The contractor shall be alert to changing beverage trends and new market and changing diet patterns being evolved throughout the beverage service industry. As a result, the contractor shall be expected to initiate ideas for varied methods of beverage service and by mutual agreement implement these variations within the conditions of this contract.

2.1.6 Promotion Collaboration

The University shall encourage and cooperate with the contractor to promote and merchandise services and products to the fullest to attract students, faculty, staff, and guests to enjoy and fully utilize beverage services. The contractor, with approval from the University, shall implement merchandise and promote these new services and product variations in a manner typically used by commercial operations (e.g. sample

tasting, temporary food stands). Promotion techniques may consider all campus publicity and advertisement including paid ads in authorized campus publications, radio announcements, posters, and approved point of purchase displays. National marketing promotions with the approval of the University are encouraged.

2.1.7 Occupation of the Premises

The contractor shall occupy and use the premises, as defined by the University, only for vending beverage service. The University shall not guarantee an uninterrupted supply of electricity or heat. The University shall be diligent in reporting service following an interruption. The University shall not be liable for any loss that may result from the interruption or failure of any such utility services.

2.1.8 Regulation of the Method of Service

The University shall have the right to make reasonable regulations on the method of service, opening and closing hours, safety, sanitation, maintenance and use of Vending Beverage Service areas and the contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all vending areas at any and all times.

2.1.9 Applicable Terms and Obligations

The terms and obligations of this contract shall be applicable to vending beverage services operated in various and separate locations of University owned space (e.g. Student Center, etc.), including those locations leased by the University to tenants in which the specified service shall be required. Lessors of space to the University may reserve the right to determine the extent that the specified service shall be provided under this contract on their premises. Please note that the Milwaukee Medical Health Science Consortium Building (HSC) is not owned by the University and reserves the right to determine the vendor and products utilized within the building. Currently, there are two vending machines at the HSC location operated by an independent vendor.

2.1.10 Product Samples for Evaluation and Approval

Prior to the start of the contract and at any time during the life of the contract the University at its option may require samples of vending products for evaluation and approval prior to the sale at the University of Wisconsin-Milwaukee. The university also reserves the right to allow product samplings or tasting events for vendors other than the contractor.

2.2 Personnel, Employment and Staffing

2.2.1 *Maintain Adequate Staff*

Contractor shall at all times maintain on duty for the University an adequate staff of employees for efficient operation. The contractor shall provide expert administrative, purchasing, equipment consulting and personnel supervision.

An adequate staff of employees, to be approved by the University, shall be on duty to provide the campus efficient, prompt and sanitary service. The University shall have the right to review the staffing patterns and job schedules and require the contractor to take appropriate action to insure adequate service. The University may require the contractor to increase staff based on the needs of the operation. The University shall be the final approving authority for adequate staffing requirements.

Contractor shall be responsible for supervision and control of its employees and agents while on University property. The University reserves the right to require the Contractor to remove any employee or agent of the Contractor at any time, whether temporarily or permanently from University property.

2.2.2 *Management Staff*

Contractor shall provide headquarters management staff, made known to the University by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the University on current and future vending beverage programs and act with full authority on the Contractor's behalf in all matters pertaining to Contract specifications.

2.2.3 *Personnel Relations of Employees*

Personnel relations of employees on the contractor's payroll shall be the contractor's responsibility. The contractor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel. Personnel of the contractor shall observe all regulations of the University. Failure to do so may be grounds for dismissal.

2.2.4 *Training and Development Programs*

The contractor shall have the resources and staff for continually providing satisfactory training and development programs for their employees at all levels of the organization. Regularly scheduled employee training shall be conducted by the contractor regarding such subjects as refrigeration maintenance, defensive driving, equipment repair, and proper sanitation. The contractor shall be responsible for the expense of such training meetings.

2.2.5 Uniforms

Employee uniforms shall be provided by the contractor, which are mutually agreed by the University and contractor, to be best suited for the job function intended. Uniforms are required to easily and appropriately identify the contractor and employee by name. Exceptions shall be determined by mutual agreement of the University and contractor. All employees of the contractor shall wear an approved uniform while on duty at the University.

2.2.6 Free or Discounted Vended Beverages

The contractor shall not furnish free or discounted vended beverages to its employees, those of the University or any customer as a direct operating expense with a reduction of vending sales and/or commissions.

2.2.7 Certification of Food Handlers

If the State of Wisconsin requires that food handlers take and pass a food handler's examination, the University shall require certification that food handlers under this contract have taken and passed the examination. The cost of these examinations shall be the contractor's responsibility. The contractor may require all of its employees assigned to duty at the university to submit to health examinations before being hired and periodically at least annually, or as frequently and as stringently as required by law, and to submit satisfactory evidence of compliance with all health regulations to the University.

2.2.8 Parking Fees

The University requires the contractor to purchase a service vehicle parking permit for each vehicle that is used on campus in the service of the contract. For information regarding parking fees and regulations, please contact Transportation Services Office at 414-229-4000.

2.2.9 Report of Child Abuse or Neglect

If , in the course of providing services to University of Wisconsin System Institutions, contractor (or its agent or 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 agent or 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 University of Wisconsin System Institution's Child Abuse and Neglect Policy. If the suspected child abuse or neglect involves University of Wisconsin System Institution, the contractor shall also

report that abuse to the University of Wisconsin System Institution Office of Equity and Diversity.

2.3 Fiscal and Accounting Requirements

2.3.1 *Records and Retention*

Contractor shall maintain complete and accurate records in accordance with accepted industry accounting practices and shall keep in a safe place all such financial records and statements pertaining to the operations of this institution for a period of five (5) years from the close of each year's operation.

All records maintained by the Contractor pertaining to the Exclusive Soft Drink Pouring and Vending rights shall be open to inspection and/or audit by the State of Wisconsin and/or the University at any mutually agreed upon time. The Contractor shall advise the Contract Administrator and University's Internal Auditor of the Contractor's schedule of records and operations at the University. The University shall have the option to participate in the contractor's audits and may request a full report of these audits.

The contractor shall maintain complete and accurate records of vending transactions for each machine in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operations at the University for a period of three (3) years from the close of each year's operation.

2.3.2 *Payments*

Contractor shall pay the University of Wisconsin-Milwaukee the Cash Rights Fee, Athletic Sponsorship Fee and Non-Athletic Sponsorship Fee at the beginning of the contract, July 1, 2018 and annually thereafter on July 1 of each year.

2.3.3 *Invoice Requirements*

The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt at University of Wisconsin-Milwaukee Accounts Payable. Before payment is made, the University also must verify that all invoiced charges are correct and identified as being a part of this contract. Only properly submitted invoices shall be officially received for payment. Prompt payment requires that all invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

2.3.3.1 Purchase order number

2.3.3.2 Contractor Name

2.3.3.3 Remit to address

2.3.3.4 Product manufacturer's name or abbreviation

2.3.3.5 Contractor's catalog and/or stock number(s)

2.3.3.6 Prices per the contract

2.3.3.7 Complete product description

2.3.3.8 Manufacturer's product number

2.3.3.9 Products covered by the designated purchase order

Each invoice should contain only those products covered by the purchase order designated on that invoice. All invoice prices are to be stated in the same units as the units shown on the proposal form. Invoices accompanying deliveries will be in triplicate.

Invoices not meeting the above criteria may disqualify Proposer from future Proposals.

2.3.4 Vending Collections/Metering Counts

A representative of the University may accompany the contractor's route employees when meter counts and money collections are made at a time pre-determined and agreed by the University. When accompanied by a University auditor cash receipts collected from the equipment shall be jointly counted by the University and the route employee at a location and by means determined by the University and mutually agreed by the contractor. Revenue discrepancies from the composite of these collections and that reported on the period statement shall be explained by the contractor in writing as part of such period statements.

2.3.5 Basis for Vending Commissions

Commissions shall be expressed on the included Proposal submittal forms by the contractors on net sales (gross sales, less State and Local Tax) on all items as follows: Percentage on individual vending product categories or maximum guarantee total commission per year or one hundred thousand dollars (\$100,000), whichever is greater. The contractor may elect to quote a lower guarantee than the maximum specified. Contract award shall be determined in part based on the commissions quoted.

The contractor's non-resettable meters, after reconciliation to cash collections and card sales, shall be used as the basis to compute commissions payable to the University.

Cash collections shall be bagged and counted by machine, reconciled to reported inventory sales and not co-mingled with changer funds. **When reported inventory sales differ from cash collections and card sales, commissions payable shall be determined on the reported inventory sales.**

The vendor shall on a regular basis collect the cash. This will allow the University to report sales that can be reconciled by the contractor.

All vending equipment shall be equipped by the contractor with non-reset item sale counters and /or totalizers which are maintained in continual operative condition; and each period statement shall include beginning and ending counter route inventory cards.

Inventory control records shall be kept for each machine indicating date product was added, product description and sales price. The contractor shall make available any and all vending product inventory records to the University for the purpose of periodic vending audit and to reconcile contractor vending sales on a schedule to be determined by the University.

Product inventory and sales shall be recorded by machine at the time of each service occurrence. Inventory control records shall be retained a minimum of two (2) years after the sales and commissions for each period are recorded and reported to the University.

The vendor shall provide to the contract administrator a vending machine sales report for each collection period which identifies:

- Vending Machine Number
- Date and Time of Collection
- Reported Sales from the Vending Machine

The report shall subtotal sales by location(s) as defined by the University.

The report shall be provided to the contract administrator or designee following the collection from any/all vending machines and prior to departing campus.

Refunds and test transaction amounts shall be deducted from vending commission statement gross sales item categories in which refund and tests occurred prior to computation of State and local sales tax and commissions due the University.

2.3.6 Vending sales Tax Determination

In addition to the five percent (5%) State Sales Tax and the 0.5% Food and Beverage Expo Tax, Milwaukee County has enacted a one-half of one percent (0.5%) sales tax on

all vending gross sales and a 0.1% Stadium Tax. Total Tax is 6.1%. Commissions quoted per Proposal submittal shall be in recognition of the State and county sales taxes and the same commission percentage shall be applied to the calculated taxable sales.

Commissionable sales (taxable sales) shall be determined by deducting from gross sales refunds, test transactions and dividing by 1.061, provided the customers are advised of the amount of the sales tax they are paying by posted sign or printed notice. The contractor on request shall make available to the University copies of all sales and other excise tax report which the contractor is required to furnish any government or governmental agency which identify those revenues and resulting taxes generated at the University.

2.3.7 Vending Sales Tax Change

The University's commission under this contract are determined in part with the contractor's full consideration of applicable State, Federal, county or local excise and sales taxes on all products at the start of this contract. In event of an increase in these taxes or change in tax structure increasing contractor's tax liability and affected vending product sale price is not adjusted, commissions shall be reduced the exact same amount in dollar terms to compensate the contractor for tax increase. In the event of tax decrease, and no decrease in gross sales price is affected, the University shall receive the exact same amount in commission compensation for such decreased tax.

2.3.8 Uniform Statements

Contractors with vending service at more than one University of Wisconsin University shall provide period statements which are uniform at each University as nearly possible as the obligations of each contract specifications permit.

2.3.9 Vending Vandalism or Theft

Vending commissions shall not be paid on the contractor's revenue losses resulting from vandalism or theft of money or product from vending equipment at the University. The University shall receive commissions on any funds recovered.

2.3.10 Vending Reports

The University shall require the contractor to provide vending sales and commission reports that provide the following information:

(Prior to the start of the contract, the University and Contractor shall mutually agree on the report(s) format and contents to satisfy.)

- 2.3.10.1 Product code for the following individual categories: Bottled Soda 20 oz., Isotonic Beverages 20 oz., Canned Juice, Bottled Juice, Waters and Other/Energy Drinks.
- 2.3.10.2 Building Location of Machine(s)
- 2.3.10.3 Machine Number
- 2.3.10.4 Selling Price of Products
- 2.3.10.5 Date Machine Installed (Separate Report)
- 2.3.10.6 Date Machine Removed From Service (Separate Report)
- 2.3.10.7 Designation of new or used machine at time of installation (Separate Report)
- 2.3.10.8 Gross and Net sales and Sales Tax for each machine by Location each Period
- 2.3.10.9 Year-To-Date Gross Sales, Net Sales and Sales Tax for each Machine by Location each Period.
- 2.3.10.10 Total Commission for each Machine by Location for each Period
- 2.3.10.11 Year-To-Date Commission for each Machine by Location each Period
- 2.3.10.12 Refunds and Tests for each Item Category
- 2.3.10.13 Required Beginning and Ending Meter Reading

2.3.11 Vending Refund System

A voucher refund system shall be required and shall involve dispersing of funds through authorized representatives of the University. The voucher system shall include a form supplied by the University to be filled out by the person making refund claim and shall include the following information: Machine, Description of What happened, amount of loss, amount of refund, date, building and who suffered the loss. The contractor shall supply and maintain funds for the refunds to the satisfaction of the University. On a mutually agreed upon schedule the contractor shall check with the designated University party to replenish funds. The university and contractor shall mutually determine the locations on-campus where refunds are administered and the maximum fund to be provided each location. The University shall provide refund instructions and signs for each machine. The University shall provide source documents to verify reported refunds.

2.3.12 Vending Commission Payments

The University shall pay to the Contractor the amount of gross sales as reconciled to the machine meter readings. The monthly payment shall be paid to the contractor no later than the last day of the month following the monthly sales collection period. A report shall accompany this payment with a detailed explanation of dollar sales by each machine, by location, and extension of commissions and a composite statement of said dollar sales and commissions. Causes of abnormal revenue deviations shall be noted by the University as part of these statements. The University shall remit payment in accordance with prompt payment policy guidelines.

The contractor shall pay the University the commission percentage of each period net (gross sales less State and Local Sales Tax) vending sales on or before the 20th day of the period following the last day of the period in which commissions were earned for cash sales and shall accompany this payment with a detailed explanation of dollar sales by item category, by location, by each vendor and an extension of commissions and a composite statement of said sales and commissions. Causes of abnormal revenue deviations shall be noted by the contractor as part of these statements.

The University requires a minimum of twelve (12) monthly revenue and commission statements annually, including periods of reduced revenues.

The University shall determine the number of separate statements and commission checks required from the contractor for various divisions of the University. At the start of the contract the University shall require one period statement and commission payment check to the University.

All period commission statement and payments shall be sent to the University. Vending commission payments not received by the University on the 20th day following the last day of the period in which it was earned shall be paid by the contractor plus a minimum interest penalty on the commissions due at the prevailing interest percentage and conditions the State of Wisconsin uses for delinquent income tax.

All period commission statements and payments should be sent to UWM Retail Services, 2200 East Kenwood Blvd. Union 329, Milwaukee, WI 53211.

2.3.13 Guaranteed Payments

One year from the new effective date of this contract and each full year thereafter during the life of the contract the contractor shall pay the University that portion of commissions due, if any, to equal the guaranteed annual commission required in this contract. Payments shall be made by the 20th day of the following accounting period in which they were earned and recorded as commissions paid in the year the guarantee was due.

On expiration or termination of this contract, partial year guarantee commissions due, if any, shall be determined by dividing the prior year commissions earned through the date of termination by the prior contract year total commission or guarantee received, whichever is greater. Multiply the resulting percent prorated commission received the prior year by the annual guarantee required per Proposal submittal. If the resulting prorated guarantee is greater than the commissions received to date of termination, any balance due shall be paid the University by the 20th day of the following accounting period.

The University has established the annual guarantee at a level sufficient to ensure the quality and service standards specified are maintained. However, in the event the University requires the contractor to remove equipment from a location or locations which reduce annual commission payments below the guarantee, the contractor may request a reduction of the guarantee in the amount equal to the commission generated as a result of added locations during the term of the contract shall be used to offset the amount of annual guarantee reduction. Guarantee adjustments require prior approval of Procurement Services Office and amending to the contract.

2.3.14 Vending Equipment Removal Commissions

On expiration or termination of this contract, vending commissions due the University shall be paid on sales until all equipment has been removed, and the removal date shall be indicated on the period statement when each piece of equipment was removed, including equipment removed at any time during the contract period prior to expiration.

2.3.15 Vending Statement Review

On request of the University the contractor shall meet with the University and review each period statement, explain deviations, discuss problems and mutually agree on courses of action to improve the results of the required services included in this contract. Period statement adjustments required as a **result of** review and/or audit shall be identified and reflected on the next period statement.

2.3.16 Vending Audit

- 2.3.16.1 Cash collections reports, route inventory cards and reported sales shall be audited on a regular schedule, as determined by the University auditor, to verify the contractor's inventory control and reported commissions.
- 2.3.16.2 Periodic reviews conducted jointly by representatives of the University and the contractor shall be made to ensure that commissions and guaranteed payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound basis.
- 2.3.16.3 All records pertaining to the operations of vending beverage service shall be open for inspection and/or audit by the State and/or University of Wisconsin at any or all reasonable times.
- 2.3.16.4 The University of Wisconsin-Milwaukee shall be advised by the contractor of the schedule of the contractor's audit of their records and operations at the University. The University shall have the option to participate in the contractor's audits and may request a full report of these audits.

2.4 Products, Ordering and Delivery Requirements

2.4.1 General Requirements

- 2.4.1.1 All products delivered shall be transported at the proper storage temperature. Delivery is to be made in clean, enclosed, and as necessary, temperature controlled trucks. Non-compliance will result in refusal of product and replacement at contractor's expense. Delivery trucks size should be appropriate to the campus size and limitations.
- 2.4.1.2 Additional items may be added to this contract at the discretion of the University of Wisconsin-Milwaukee. Prices for these items will be at the same rate as like items on the contract. Products which are no longer manufactured or which are not being ordered in sufficient quantity may be deleted from this contract by the University. The Contractor shall promptly notify the University of new or discontinued items.
- 2.4.1.3 Only the University of Wisconsin-Milwaukee and the Executive MBA Program shall be eligible to purchase from this contract.

2.4.2 Non -Vended Beverages

- 2.4.2.1 Authorized University personnel must sign all delivery invoices.

2.4.2.2 Delivery of all items will be required, F.O.B. destination, to the following campus locations:

- UWM Student Union
- Sandburg and Cambridge Commons Residence Halls
- Northwest Quadrant (NWQ)
- Other areas as required

2.4.2.3 Minimum delivery charges or stop charges are not acceptable and Proposals so designated may be rejected.

2.4.2.4 Delivery requirements will be determined weekly at the University. Quantities for the following required delivery week shall be ordered no more than three (3) days in advance of the delivery day unless mutually agreed upon. The University reserves the option to add to the originally submitted order based on a change in needs. Quantities listed are one year total estimates. Contractor should be advised that University requirements vary drastically during break periods (Summer Break, Winter Break, Spring Break, etc.). The University does not agree to purchase specific quantities of any items.

2.4.2.5 Weekly delivery will be required, subject to the time of the year. Deliveries shall be made to the University receiving stations between 7:00 a.m. and 2:30 p.m. Monday – Friday. Should an emergency situation occur, the contractor shall contact the purchasing units at numbers designated prior to 2:30 p.m. for late delivery approval.

2.4.3 Vended Products

2.4.3.1 The contractor shall supply vended beverage products to the equipment Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m. during the regular academic semesters and summer school. At the beginning of each term (Fall, Spring, Summer) a meeting will be held with the Director of Retail Services, or designee, to review and approve the deliver cycle for each machine.

2.4.3.2 Any machine that is consistently found with two (2) or more selections empty will require more frequent delivery visits.

2.4.3.3 The contractor shall be alert to specific equipment that requires product inventory stocking more frequently than once per day to maintain adequate product variety and inventory to provide satisfactory service twenty-four (24) hours per day.

2.4.3.4 Prior to the start of the contract and each semester, the University and contractor shall mutually determine those vending locations requiring weekend service.

2.5 Pricing

2.5.1 Price Adjustments

Product Prices quoted herein shall be firm for one (1) year. Thereafter, price adjustments may be made at twelve (12) month intervals not to exceed the Consumer Price Index (CPI) – All Urban Consumers, Midwest Region – Size B/C, Food away from home. The base index shall be the index average for the month prior to the time this contract is awarded.

2.5.2 Price Change Proposal

Price Change proposals must be submitted not less than forty-five (45) days prior to the beginning of the twelve (12) month period in which they are to be effective. The price change Proposals must be supported by documented increases in the cost to the contractor which are demonstrated to be industry wide. The documentation may include, but not limited to, Consumer Price Index (CPI) – All Urban Consumers, Midwest Region – Size B/C, Food away from home. The base index shall be the index average for the month prior to the time this contract is awarded.

2.5.3 Price Change Submission Process

Price change proposals must be submitted to:

Scott A. Hoffland, Director
Student Affairs/Retail Services
2200 East Kenwood Blvd.
Milwaukee, WI 53211
414-229-6738
scotth@uwm.edu

If approved, a contract amendment incorporating the new prices will be issued by the System Procurement Office. Failure to agree on a price change shall be grounds for termination of the contract in accordance with the Termination Clause.

2.5.4 Invoice Prices

All invoice prices shall be the last approved pricing.

3 Equipment Requirements

3.1 Specified Equipment

Contractor shall provide the equipment specified in Section A, Article 5.5 herein.

3.2 Equipment Location and Installation

The University and Contractor shall determine installation location of the required equipment at new and existing sites by mutual agreement. The Contractor shall assume sole expense and risk to place, install and maintain all soft drink dispensing and holding equipment. Where necessary, electricity, water and waste space and facilities shall have prior approval of the Contract administrator or area designee.

Location and description of required Vending Equipment, presents the initially required minimum equipment; but it is intended that at regular intervals during the duration of the contract the amount of required equipment shall be examined by the University and contractor with the objective of providing the best possible service to the students, staff, faculty, and guests. All equipment must be in compliance with the American with Disabilities Act (ADA). All machines shall be capable of having bank card readers.

The contractor shall provide multi-priced beverage vendors. Changes of product and equipment shall require prior approval of the University. The wholesaler may provide the University cold beverage vending equipment in compliance with the Wisconsin Administrative Code, Agr. Chapter 129. The contractor shall coordinate the ordering, delivery, repair requirements and return of the soda vending equipment. All cold beverage vending equipment shall remain the property of the bottler/wholesaler on loan to the University.

The contractor shall stock, maintain, service and repair all equipment. Then contractor shall provide the labor and parts required for equipment repair at no charge to the University. Contractor shall clean and service the soft drink dispensing and holding equipment.

3.3 New And Updated Equipment

The University requires the contractor to provide new and updated vending and related auxiliary equipment. New equipment shall be of most recent model and not manufactured prior to 2013. Updated equipment shall be model 2007 or newer, and shall be shop rebuilt and refurbished prior to installation. Energy efficient or energy star rated equipment is required. Equipment not meeting this requirement should be

equipped with energy conserving devices such as VendingMiser technology. Canned soda and juice vendors provided with product identification graphic shall be acceptable.

For purpose of this contract, updated, rebuilt and refurbished requires the equipment be in like new condition prior to final acceptance by the University for location on campus. Acceptance of machines will be based on compatibility with the CBORD Transaction System.

New and update equipment shall be listed as certified by the Automatic Merchandising Industry Health Code. If the 2007 model equipment has been used, it shall be inspected by the University for approval prior to installation. All updated equipment shall be subject to inspection and approval by University prior to final installation.

The vending equipment shall be compatible in terms of décor when two or more beverage machines are placed together at one location. The vending equipment shall be the same height to give uniformity of appearance, except as otherwise mutually agreed by the University and contractor. The University shall install and pay the costs of any decorative motif.

The cold beverage machine shall be equipped with non-reset electronic sales totalizers and selection panels which have the capability to provide digital display of total sales. Cash collections reports, bank card sales, reported sales, inventory control records, and non-reset item sales counters and totalizers, revenues shall be audited on a schedule, determined by the University Auditor, to verify the contractor's inventory control and reported commissions.

The contractor shall provide the University with invoice copies to verify new vending equipment purchases are in compliance with contract requirements. Initial and subsequent installations of new and updated vending equipment shall be identified by type of equipment, serial number, manufacturer's meter readings and location. These listing are to be provided to the University not later than thirty (30) days after the effective date of the contract.

After the start of this contract, the contractor shall not add or remove vending or auxiliary equipment without prior written approval of the University. All schedule revisions shall be recorded on the monthly revenue and equipment commission report.

3.4 Required Number of Equipment Review

At regular intervals during the contract, the amount of required equipment shall be examined by the University of Wisconsin-Milwaukee campus operations managers and contractor with the objective of providing the best possible service to eligible users.

3.5 Equipment Maintenance for Life of Contract

Equipment shall be maintained throughout the life of the Contract free and clear of any liens, mortgages, and encumbrances unless otherwise agreed by the University. Contractor shall institute and maintain a program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning soft drink pouring equipment.

3.6 Equipment Compliance with Safety Requirements

All material, equipment and supplies provided to the University must comply fully with all safety requirements set forth by the Wisconsin Administrative Code, rules of the Industrial Commission on Safety and all applicable OSHA standards. During the course of this contract, the contractor is fully liable for public and private protection.

3.7 Installation of New Technology

As “state of the art” soft drink dispensing capabilities evolve, the University and contractor will discuss the feasibility and terms of installing equipment and programs for new technological developments at mutually agreed locations.

3.8 Monthly Reporting of Bank Card and Cash Sales by Equipment and Location

The contractor shall be responsible to provide the university with monthly bank card and cash sales by vending machine by location.

3.9 Utilities Responsibility

Where necessary, and mutually agreed by the University, utilities shall be brought to equipment by the University. The contractor shall be responsible for paying the costs of connections from the equipment to the provided utility source, including all other costs of installation of the equipment.

The University shall not guarantee an interrupted supply of water, steam, electricity or heat except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any loss that may result from the interruptions or failure of any such utility services.

3.10 Equipment Ownership

All vending equipment owned by the contractor shall remain with the contractor. However, the University agrees to take such measures as may be reasonably required, as defined by the University, for the protection against loss by pilferage or destruction. Required equipment repairs expense shall be the contractor’s responsibility.

3.11 Equipment Operation

The vending machines shall be operated during the entire year, but with reduced selections arrived at by mutual agreement for the University vacation breaks. The contractor shall meet annually in May with the University to determine if any number of additional machines are required to service summer camps and conferences.

3.12 Rate Service Attendants

The contractor shall provide uniformed rate service attendants at high sales volume locations during peak service periods, as mutually agreed. The rate service attendants shall assist with the operation of equipment, re-stock vending items, maintain the service area in a sanitary and orderly condition, and other such services as may be required.

3.13 Equipment Operating Instructions

The contractor shall provide at each vending food equipment location operating instructions. The contractor shall post on every machine the following information: refund location, University vending hotline number, University vending Email address for concerns/suggestions etc., vendor toll free telephone number to accept service calls.

All information including permits, licenses and price regulation required to be posted shall be displayed in an appropriate manner agreed by the University without defacing of the facilities of the University.

3.14 Refunds and Malfunction Reports

The contractor shall provide at each vending beverage service equipment location, operating instructions and information to eligible users where malfunction reports and refund requests may be made. All information including permits, licenses and price regulation required to be posted shall be displayed in an appropriate manner agreed by the University without defacing of facilities of the University.

3.15 Responsibility for Control of Keys, Proximity Cards and Security Procedures

The contractor shall be responsible for control of keys or proximity cards obtained from the University and the security of those areas for which and when they are used by its representatives. The contractor shall be responsible for immediately reporting all the facts relating to losses incurred, equipment damage or break-ins to their equipment and areas of the University. The University shall designate the authority who shall receive these reports and be responsible for key and card issue and periodic review of key and card control.

At this time the contractor has not been issued proximity cards and University keys. The contractor is responsible for the purchase of padlocks and other security devices which may be required by the contractor to further endure revenue, product or property.

The University shall provide the contractor with routine campus protection currently available to vending food service, such as night patrol, door checks, security consulting, call response, etc.

The University and contractor shall mutually determine the additional security measures required to control unauthorized access to all vending beverage service areas included in this contract.

The contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of their negligence and/or loss of keys.

3.16 University Storage of Equipment after Contract Cancellation

Vending and auxiliary vending equipment not removed from the University locations on cancellation or expiration of this contract and/or after ten days written notice to the contractor may be removed and placed in storage by the University. All costs of removal, storage and product and revenue loss shall be the contractor's.

3.17 Change Making Equipment

Change making equipment installed in machines shall have the capability of customer selection of changing coins, and \$1.00 and \$5.00 currency or both as determined by the University. The changer model, capacity and arrangements for security shall be by mutual agreement. The contractor shall provide and service the changers with amounts of change at frequent intervals to ensure change is continually available. All vending equipment shall have the capability of returning change in amounts of \$0.05, \$0.10, or \$0.25 as required, and have adequate change inventory for required returns.

All machines unless otherwise noted, shall be equipped with a microprocessor controlled dollar bill acceptor as equipment accessory for all vending locations.

All vending machine coin/bill changer mechanisms shall be electronic and maintained at the full change bank capacity and inventoried each time the machine is serviced and brought up to capacity. The coin changers shall be designed with automatic refill features.

Any dollar bill acceptors that do not function properly, shall be replaced or upgraded. Any and all costs associated with replacing or upgrading dollar bill validators or coin mechanisms shall be the sole responsibility of the contractor.

3.18 Manual Sale of Items

Items sold through vending equipment shall not be manually sold by vending attendants or route employees. Prior to requiring manual sales of items sold through vending equipment high volume areas shall be equipped with additional vending equipment of the type required. Location sales during the equipment stocking processes shall not be done manually.

3.19 Removal of Equipment Upon Termination of Contract

Upon termination or expiration of this Contract, Contractor shall vacate and return the premises to the University in the same condition as at the time the contractor entered the premises. (Reasonable use and wear expected.)

Soft drink dispensing and holding equipment not removed from the University locations on termination of this Contract after ten (10) days written notice to the contractor may be removed and treated as abandoned property. All costs of removal, storage and product revenue loss shall be the contractor's.

In all locations, remote soda and CO2 lines are to remain in location and in no way be removed, damaged or destroyed.

4 Equipment And Facilities Maintenance, Replacement and Sanitation

4.1 Premises, Equipment, Supplies and Facility Maintenance

The premises, equipment, supplies and facilities shall be maintained throughout the life of this Contract in condition satisfactory to the University and in compliance with Chapters HSS 196 and HSS 198 of the Wisconsin Administrative Code and Sec. 50.50 (4), Wisconsin Statutes. The contractor shall adhere to the highest standards of cleanliness and sanitary practices, including beverage and equipment handler's appearance and performance in the preparation, service, transport and storage of beverage and related items. Structural, utility and equipment changes necessary in order to comply with such requirements shall be made by the University at its expense.

4.1.1 Sanitary Maintenance of Vending Machines

The contractor shall maintain in a sanitary condition all vending machines. The customer-contact surfaces of all equipment including selector buttons, knobs and handles shall be cleaned with germicidal solution applied with disposable toweling.

Visible products residue shall be removed with warm water and detergent before application of the germicide.

4.1.2 Sanitary Maintenance of External Vending Machine Cabinet

The external cabinet of all vending machines, including cabinet tops, shall be kept free from dust and other contaminants. Screens, compressor zones and condensers shall be inspected regularly for dust seepage and other residue and shall be kept clean.

4.1.3 Equipment Sanitation Inspection

Contractor's employees shall be responsible for inspecting under and behind the vending machines and supplemental equipment for evidence of dirt, debris and vermin. When cleaning of these areas is required, the contractor shall provide access, by kick plate (skirt) removal or machine movement, and advise the University of the need for cleaning.

4.2 State of Wisconsin Inspector Access

Consultant inspectors of the Wisconsin State Division of Environmental Health and Milk Certification Section and/or Agent Health Departments of the division and campus safety personnel and environmental health specialists shall have complete cooperation and access to all vending service, production and storage areas for inspections which they may conduct. These inspections may be at the request of the University or on said agency's own discretion. A management representative of the contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically. A copy of all inspection reports shall be furnished to the University by contractor. The contractor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten days notification from the inspecting agency and by mutual agreement of the University.

4.3 Preventative Maintenance Program

The contractor shall institute and maintain a program of preventative maintenance and regular replacement of worn, damaged, or malfunctioning equipment. This program shall be described in detail with each Proposer specifying equipment and parts on-hand to meet emergencies and routine maintenance and repair. The University shall not perform maintenance or repair on any equipment of the contractor or that on loan to the University.

The University shall institute a preventative maintenance program and regular replacement of worn damaged or malfunctioning non-vending capital equipment and related facilities. The program shall be paid by the University and executed with the full cooperation of the contractor.

4.4 Vending and Auxiliary Equipment Maintenance and Repair Service Requirements

The contractor shall provide on call, as needed, vending and auxiliary equipment maintenance and repair service twenty-four (24) hours a day, seven (7) days a week so as to minimize equipment down time should malfunctions be reported. The contractor shall respond to emergency equipment service and repair calls/reports within a minimum of two (2) hours between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and two (2) hour response time during weekends. Equipment which cannot be returned to full services within forty-eight (48) hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service. The equipment repair service shall respond to emergency and daily routine maintenance requirements in a manner which limits equipment down time and customer inconvenience. The contractor shall provide the University a toll free number to call or accept long distance calls for required service twenty-four (24) hours a day, seven (7) days a week.

4.5 Equipment Replacement Program

The contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in potential service or sales reduction.

4.6 New Industry Security

The contractor shall keep the University informed on new industry security measures in use. The University shall institute or execute such measures required to accomplish maximum property, product and revenue security when presented in writing by the contractor and mutually agreed by the University. Industry improvements on vending equipment occurring during the life of this contract shall be incorporated by the contractor on the originally installed equipment and subsequent installations where it is deemed feasible by the University and mutually agreed by the contractor. Such improvements shall include, but not be limited to: fail-safe no touch burglar alarms, self-locking coin boxes and various electronic security, bank card readers and metering devices.

4.7 Floor Maintenance

The University shall provide daily floor maintenance in the vending areas, and the contractor shall cooperate in keeping this service to a minimum. Route employees shall clean floor spillage which occurs in the process of filling or sanitizing equipment.

The University shall be responsible for the periodic stripping and sealing or waxing of floors in the vending areas, and shall furnish at its expense the necessary equipment, supplies and labor. The University and contractor shall mutually develop a semi-annual schedule for the University to thoroughly clean and seal the floor under and in the adjacent area of vending equipment.

4.8 Recycling

The contractor shall comply with University and State Law PL 335, policies and procedures related to recycling of waste materials, purchase of recycled materials and participate in required waste separation programs. The University shall arrange for space and/or suitable containers required for recycling. The contractor shall remove from campus all waste packaging, master cartons, boxes, etc. from the vending service and storage areas. Wisconsin law requires a phased-in recycling program. The contractor shall assist the University with various recycling programs and assist in providing data supporting recycling program participation.

The contractor shall develop programs, approved by the University, to reduce the use of disposable items that are not recyclable and separate for recycling and following materials that generated as solid waste by the University and contractor:

- Aluminum containers, foil, food containers
- Corrugated paper or other container board
- Foam polystyrene, formed and filler material
- Glass containers
- Magazine or other material printed on similar paper
- Newspaper or other material printed on newspaper
- Office paper
- Plastic containers #1, #2, #6
- Metal containers, aerosol cans, paint cans
- Containers for carbonated or malt beverages that are primarily made of a combination of steel and aluminum
- Waste metals, waste oils, clear plastic/shrink wrap, fabric, textiles, tires, batteries, laser printer cartridges, poly coated aseptic containers, cooking oils, dinnerware

4.9 Sanitary Trash Disposal Requirements

The University shall provide waste containers, bag liners and recycling containers in the vending areas, where necessary, and in sufficient number to maintain sanitary

standards for trash disposal. All waste containers and recycling containers shall be kept in a clean and satisfactory condition at all times, and emptied as necessary by the University.

4.10 Insect and Pest Control

The University shall be responsible for the costs of insect and pest control in all vending service and storage areas. The contractor shall maintain maximum insect and pest control for its products and equipment.

4.11 Loss of Equipment

All losses of equipment supplied as part of this Agreement incurred by the contractor for whatever cause, including but not limited to fire, accident, theft or vandals, shall be the sole responsibility of the contractor.

5 Contract Cancellation

5.1 Contract Termination

The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice on hundred and twenty (120) days prior to such anniversary date.

5.2 Contract Breach

The University may cancel this contract for breach, as determined by the University, for failure to comply with the terms and conditions of the contract. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the contractor which in the opinion of the University is not in its best interest.

The University shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the University may cancel the contract by giving sixty (60) days notice, in writing, by registered or certified mail of its intention to cancel this contract.

Should the University breach any terms or provisions of this contract, the contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the contractor may cancel the contract by giving

sixty (60) days notice, in writing, by registered or certified mail of its intention to cancel this contract.

5.3 Non-Appropriation of Funds

The University may discontinue this Contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

5.4 Failure to Maintain Insurance Requirements

If the contractor fails to maintain and keep in force required insurance, the University shall have the right to cancel and terminate the contract without notice.

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6 Contract Administration

6.1 Campus Contract Administrator

The Campus Contract Administrator for the University is:

Scott A. Hoffland, Director
Student Affairs/Retail Services
2200 East Kenwood Blvd.
Milwaukee, WI 53211
414-229-6738
scotth@uwm.edu

The Contract Administrator for the University is authorized to give the approvals for vending price changes required under this Contract on behalf of the University including changes in costs of fountain product or canned or bottled beverage to the Dining Services.

Day to day operations may be handled by area designees.

6.2 Contractor Administrator

The successful Proposer is required to name a Contract Administrator to represent the Contractor.

The Contract Administrator will be named here by the successful Proposer:

Name:

Title:

Company:

Address:

City/State/Zip:

Phone:

Fax:

Email:

The Contract Administrator for the Contractor is authorized to give the approvals and negotiate changes required under this contract on behalf of the Contractor.

7 Miscellaneous

7.1 Separability

Separability. If any provision of the Contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this contract.

7.2 Waiver

Waiver. A waiver by either party of any terms or conditions, provisions, or covenants of this Contract in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in this Contract shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation, or agreement of either party.

7.3 Amendments

Amendments. This Contract may be modified or amended in writing signed by authorized signatories of the Contractor and University.

7.4 Adverse Interests

Adverse Interests. During the term of this Contract and any renewals, the contractor will not provide services nor enter into any agreement to provide services to a person or organization that has interests that are adverse to the University. If the University believes that the Contractor is violating this paragraph, the University will notify the Contractor in Writing by certified mail. The University and the contractor will meet and discuss the alleged violation within thirty (30) days of such notice and in good faith seek a mutually acceptable resolution.

7.5 Assignments

Assignment. Contractor shall not assign or subcontract any of its rights or obligations under this contract in whole or in part without prior written consent of the University. Any attempted assignment or subcontracting without consent shall be void and of no effect.

7.6 Background Check of Personnel

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(s) have 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, violent, and drug offenses.

7.7 Report of Child Neglect or Abuse

If, in the course of providing services to University of Wisconsin System Institutions, contractor (or its agent or 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 agent or 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 University of Wisconsin

System Institution's Child Abuse and Neglect Policy. If the suspected child abuse or neglect involves University of Wisconsin-Milwaukee the contractor shall also report that abuse to the University of Wisconsin-Milwaukee Office of Equity and Diversity.

7.8 UWM Issued Photo ID Requirements

UWM ISSUED PHOTO ID REQUIREMENTS: Personnel of the contractor will need to obtain a UWM ID Badge upon request from UWM within seven (7) business days before servicing the residential halls. UWM ID badges are obtained at:

UWM Panther Card Office
2200 E. Kenwood Blvd. Room 143
Milwaukee, WI 53211
Monday – Friday: 8am through 4:30pm.

8 Counterparts

This Contract may be executed in two counterparts, each of which shall be deemed an original, and both of which shall constitute a Contract.

9 Payment Schedule

NOTE TO PROPOSERS: Include the payment schedule option from Proposal, (Section C, Attachment No. 7, Cash Rights Fee.), (Section C, Attachment No. 4, Athletic and Non-Athletic Sponsorship Fee), (Section C, Attachment No. 6 Vending Commission/Guarantee).

10 Standard Terms and Conditions

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** 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 request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all

bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submit to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this

contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly

stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting

from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

Section C

Cost Proposal Form

1 Cost Proposal – Cash Rights Fee (Attachment 1)

CASH RIGHTS FEE

Fill in the information below and include with your response.

1.1 Cash Rights Fee Bid - Each Year(on July 1) of the Contract

CASH RIGHTS FEE FOR EXCLUSIVE SOFT DRINK POURING AND VENDING RIGHTS AT THE UNIVERSITY OF WISCONSIN-MILWAUKEE. SUBMIT A CASH RIGHTS FEE PROPOSAL FOR A SEVEN (7) YEAR CONTRACT.

Annual cash rights fee (payable at contract signing and subsequent contract anniversaries).
The current cash rights fee is \$79,000 annually.

\$_____ Per Year of the Contract starting July 1, 2018

*Contractor will make payment by July 1 of each contractual year.

1.2 Cost Proposal: Sideline Cash Allowance – Athletics

Yearly Cash Allowance To Purchase Sideline Products for Athletics:
The current sideline cash allowance is \$3,000 annually.

\$_____ Per Year of the Contract starting July 1, 2018

*Contractor will make payment by July 1 of each contractual year.

RETURN THIS PAGE WITH PROPOSAL

2 Cost Proposal: Vended Soft Drinks (Attachment 2)

Vended Soft Drinks

2.1 Vended Soft Drink Products

List on a separate page and attach to Section A 5.14.1- the available Vended Soft Drink Beverages that Proposer intends to provide. (List the Brand Name and Flavors of each product listed below in Section C, Item 2.2)

2.2 Commission Proposal: Vended Soft Drink Beverages

Complete the Following: (Refer to Section C, Attachment 2 for detail on required new equipment, etc.) Proposer will pay the university an annual commission on vended beverage net sales or an annual guarantee whichever is greater.

<u>Product</u>	<u>Brand Name</u>	<u>Current Commission %</u>	<u>Estimated Use per Year (Cases)</u>	<u>Selling Price</u>	<u>Proposed Flat Rate Commission (All Product)</u>
Soda (20 oz. Bottle)	Pepsi/Mountain Dew/Crush	52%	4,047 cases	\$1.50	
Isotonics / Sports Drinks (20 oz. Bottle)	Gatorade	30%	552 cases	\$1.75	
Juice Drinks (20 oz. Bottle)	Lipton: Brisk Fruit Punch, Brisk Lemonade, Iced Green Tea DT, Iced Green Tea w/Ctrs, Iced Tea Lemon, Iced Tea Peach, Iced Tea Lemonade	52%	525 cases	\$1.50	
Waters Regular/Flavored/ Carbonated/Vitamin (20 oz. Bottle)	Aquafina: Aquafina, Splash Wildberry, Splash Raspberry, Splash Grape,	52%	815 cases	\$1.50	

Lipton PureLeaf 18.5 oz Bottle	Lipton Pure Leaf	30%	162 cases	\$2.00	
Sobe Life 20 oz. Bottle	SoBe: Energy Citrus, Green Tea, Power, Strawberry Banana,	30%	331 cases	\$1.75	
Ocean Spray Juice 15.2 oz. Bottle	Ocean Spray: Apple, Cranberry Cktl, Kiwi Strawberry, Orange	30%	460 cases	1.75	
Starbucks Double Shot 6.5oz Can	Starbucks Double Shot	30%	18 cases	\$2.00	
Starbucks Iced Coffee 11 oz. Bottle	Starbucks: Iced Coffee Crml, Iced Coffee Blk Lts, Iced Coffee Blk Uns	30%	37 cases	\$2.00	
Starbucks Refreshers 12 oz Can	Refreshers: Blueberry Acai, Strawberry Lemonade	30%	27 cases	\$2.00	
Starbucks Frapp 13.7 oz Bottle	Frappuccino: Caramel, Mocha, Vanilla, Mocha Coconut	30%	548 cases	\$2.00	

Starbucks Double Shot 15 oz.Can	Starbucks DS: Energy Mocha, Energy Vanilla, Energy Hazelnut, Energy White Chocolate	30%	531 cases	\$2.00	
Rockstar 16 oz Bottle	Rockstar: Energy, Recovery, Sugar Free, Punched	30%	259 cases	\$2.25	
AMP 16 oz. Bottle	AMP:AMP, Energy Cherry Blst	30%	219 cases	\$2.25	
Mt Dew Kickstart Hydrating Boost 12 oz Can	Mt Dew Kickstart HB: Pineapple Mango Orange	30%	121 cases	\$1.50	
Mt Dew Kickstart 12 oz Can	Mt Dew Kickstart: Midnight Grape, Watermelon	30%	206 cases	\$1.50	
Mt Dew Kickstart 16 oz. Can	Mt Dew Kickstart: Black Cherry, Fruit Punch, Orange Citrus,	30%	313 cases	\$1.50	
Flat Rate Commission % for all Sales:			(No sales volume % increments)		

Estimated sales (including tax of 5.5%) \$329,186

Current Annual Guarantee: \$150,000

2.3 Annual Guarantee

An Annual Guarantee is required. Current Annual Guarantee is one hundred fifty thousand dollars (\$150,000). The Contractor, at its option, may elect to quote a lower annual guarantee.

Annual Guarantee \$_____

Note: Vendors must state proposed annual guarantee.

RETURN WITH COST PROPOSAL

3 Cost Proposal: – Post-Mix and Canned/Bottled Beverage (Attachment 3)

Product Pricing and Soft Drink Beverage List **RETURN THIS ATTACHMENT NO. 5 WITH PROPOSAL**

3.1 Brand Name and Flavors of Each Product

List the brand name and flavors of each product listed below that Proposer intends to provide. (Please provide List on a separate page and attach to Section A, Item No. 5.14.1 Products)

3.2 Cost Proposal Form (Price List)

Product Price Proposal for University of Wisconsin-Milwaukee

	<u>Product</u>	<u>Brand Name</u>	<u>Pack</u>	<u>Indicate New Pack, if Necessary</u>	<u>Estimated Annual Usage</u>		<u>Current Unit Price</u>	<u>Cost to Institution</u>
1	Post-Mix Soda		3 & 5 Gal. BIB		23165	Gallon	\$3.03/Gallon	
2	Canned Soda 24-12 oz		24-12 oz. Per Case		1922	Cases	\$9.54/Case	
3	Fountain Cups		1200 – 16oz per case		32	cases	\$80.97/case	
4	Fountain Cups		1200 – 21oz per case		99	cases	\$82.03/case	
5	Bottled Isotonic (Sport Drink) Beverages 24 – 20 oz. Plastic Bottle		24 – 20 oz. Plastic Bottles per Case		784	Cases	\$20.29/Case	
6	Bottled Isotonic (Sport Drink) Beverages 24 – 24 oz. Plastic Bottle		24 – 24 oz. Plastic Bottles per Case		402	Cases	\$20.29/Case	
7	Bottled Isotonic (Sport Drink) Beverages 15 – 32 oz. 15 per Case		15 – 32 oz. per case		886	Cases	\$16.39/Case	
8	Bottled Drinking Water (Plastic) 24 – 12 oz. Plastic		24 – 12 oz. Plastic Bottles per case		876	Cases	\$8.62/Case	
9	Bottled Drinking Water (Plastic)		15 – 1 Liter Bottles per Case		245	Case	\$17.72/Case	

10	Bottled Drinking Water (Plastic) 24-20 oz.		24 – 20 oz. Case		2930	Case	\$10.75/Case	
11	Non- Carbonated Bottled Flavored Drink/Juice Tea 24 - 20 oz. Bottle Tea		24- 20 oz, Bottle		535	Cases	\$13.49/Case	
12	Non- Carbonated Bottled Flavored Drink/Juice 12 - 15.2 oz. Juices		12 – 15.2 oz. Bottle		2807	Cases	\$10.48/Case	
13	Non- Carbonated Bottled Flavored Drink/Juice Tea 12 – 18.5 oz. Glass Bottle Tea		12 – 18.5 oz. Glass Bottle		1350	Case	\$13.72/Case	
14	Enhanced Water/Juices (ex. Sobe) 12 – 20 oz. glass		12 – 20 oz. Glass		412	Cases	\$15.53/Case	
15	Enhanced Water/Juices (ex. Sobe) 12 – 20 oz. Bottles		12 – 20 oz. Bottles		137	Cases	\$15.53/Case	
16	Energy Drinks 12 – 16 oz. Cans		12 – 16 oz. Cans		116	Cases	\$15.30/Case	
17	Energy Drinks 24-16 oz.		24-16 oz.		434	Cases	\$15.30/Case	
18	Iced Coffee 24 – 9.5 oz. Glass Bottles		24 – 9.5 oz. Glass Bottles		269	Cases	\$16.17/Case	

19	Iced Coffee 12 – 13.7 oz Glass Bottles		12 – 13.7 oz Glass Bottles		1175	Cases	\$16.17/Case	
20	Protein Drinks (Muscle Milk) 12 – 14 oz		12-14 oz.		225	Cases	\$36.37/Case	
21	Tazo High End Teas 12 – 13.8 oz.		12 – 13.8 oz		253	Cases	\$16.17/Case	
22	CO2 Tanks 20 lb. Tank		20 lb. Tank		312	Tanks	\$23.55/Tank	

***List is based on current product usage; please provide available package types and pricing if not indicated within this list.**

*** If your pack is different than specified, please indicate new pack and pricing.**

***Identify all available flavors.**

RETURN WITH COST PROPOSAL

4 Cost Proposal: Athletic and Non-Athletic & Marketing Sponsorship Opportunities Fees (Attachment 4)

Please submit an Annual Athletic and Non-Athletic Sponsorship Opportunities Fee.

Fill in the information below and include with your response.

4.1 Athletic Sponsorship Fee: (payable at contract signing and subsequent contract anniversaries)

\$_____

4.2 Non-Athletic Marketing & Sponsorship Fee: (payable at contract signing and subsequent contract anniversaries)

\$_____

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Section D

1 Attachment No. 1 – Contract Exclusivity Inclusion and Exclusion

1.1 Inclusions For The Exclusive Contract

Restaurant Operations

“Restaurant Operations Venues” shall mean the following Restaurant Operations facilities and operations:

- Sandburg Hall - Sandburg Café
- Sandburg Hall – Palm Gardens
- Cambridge Commons - Cambridge Café
- Student Union – Atrium and Gasthaus
- Enderis Hall

Athletic Department

“Athletic Department Venues”: University-owned athletic facilities where athletic events are scheduled.

On-Campus Athletic Events: Athletics sanctioned events on campus

General Campus

“Campus Venues” shall mean the following: Campus Buildings and Grounds owned and associated with the University of Wisconsin-Milwaukee campus.

1.2 Inclusions

- Campus Soda and Beverage Vending: This vending contract includes soda, isotonic and waters, 100% juices (vending only) and juice blends, iced teas, lemonade, iced coffees and energy drinks.
- Pouring Rights and Canned/Bottled Beverage sales in Units not specifically excluded.
- Campus Athletic Venue Exclusivity (except Panther Arena).
- Excluded sales units (PantherShop, Union Station, 3rd Coast Coop, and All Restor Locations) may have competing product and point of purchase displays within their units as well as any future venues as a result of campus expansion. Competitive products may not be advertised or promoted outside of these locations.

- Contractor may request and create prime shelf space diagrams (plan-o-grams) for the PantherShop, Union Station and All Restor Locations for which the final plan must be mutually agreed upon by the Director of Restaurant Operations, or designee, and the successful bidder.
- University event sponsorships for covered products will be offered exclusively to the successful vendor.
- All banners, ads, sponsorships on the UWM campus or sponsored/authorized by the University or its departments in publications, programs, playbills, etc. Except as otherwise provided herein, the Contractor agrees not to use promotional or marketing material which state expressly or by fair implication that the University endorses either the Contractor or any sponsor of such material. Equipment bearing University of Wisconsin-Milwaukee marks, logos, or the insignia of the University of Wisconsin Milwaukee must be purchased from University of Wisconsin-Milwaukee licensees and be used in accordance with UWM Licensing policy.
- Provide 750 cases of soda or water annually for student programming events (*this is in addition to the amount that Athletics is requesting*).
- Athletic marketing and sponsorship opportunities (**Broadcast information is Promotions: “Official Product” Designation in Three Categories:**
 - Successful Bidder will acquire exclusive designation as “the official soft drink of the Milwaukee Panthers”.
 - Water product, if available, will acquire exclusive designation as “the official water of the Milwaukee Panthers”.
 - In the past, Athletics requested a cash rights fee plus specific items to be used for practices and competitions. We are asking for an annual cash allowance to directly purchase sideline products from the successful vendor. Items to be purchased would include:
 - Sport Drink Powder Mix – 600 - 2 gallon canisters or equivalent
 - Protein Shakes
 - Cups – 20 cases of 8-10 oz. cups
 - Water Bottles – 192 of 32 oz. with push pull lid
 - Sideline Coolers – 15
 - Towels – 10 dozen

NOTE: Indicate in space provided *the cash equivalent* of above products if offered. Cash will be used for purchase of product from successful vendor.

1.3 Exclusions For The Contract

1.3.1 Locations Excluded From the Contract

- UWM PantherShop

- Sandburg Restor
- Union Station
- NWQ Restor
- Alumni House
- Downtown Campus – Continuing Education
- 3rd Coast Co-Op
- Catering where customer specifically requests another product
- Any future venues as a result of campus expansion or where current contracts exist

1.3.2 Products Excluded From the Contract

- Snack Vending
- Cold Food Vending
- Milk, Hot Chocolate, Coffee, Non-Alcoholic “beer” and “wine” beverages, any Alcoholic Beverages, Dispensed 100% juices, dispensed juice blends and drinks in dispensers, and draft sodas (e.g. Sprecher).

1.3.3 Exclusive Soda Fountain Spigot

One Spigot per Soda Fountain will be deemed open for the use of any brand or product of post mix per the University’s preference/choice.

2 Attachment No. 2 – Post Mix Equipment & Coolers

POST MIX EQUIPMENT & COOLERS REQUIRED BY LOCATION

LOCATION	Amt at location	# of Faucets
UWM Student Union 2200 E Kenwood Blvd		
Pizza Presto	1	8
Taco Bell	1	8
Burger King	1	8
City Subs	1	8
Pacific Wraps	1	8
Flour Shop	1	8
Stir Fry	1	6
Gasthaus	1	8
Enderis Hall 2400 E Hartford	1	1 w/ Ice Maker
Cambridge Commons 2323 N. Cambridge Ave.	1	8
Sandburg Hall 3400 N. Maryland Ave.		
Sandburg Café	1	12 w/ Ice Maker
Palm Gardens	1	8

Equipment	Number of Equipment	Notes
One Door Cooler	8	
Two Door Cooler	3	
Under Counter Cooler	3	Klotsche Center – Concession Stand

*Additional Units will be required as new locations are added on campus or changes to venues occur.

3 Attachment No. 3 - Required Vending Equipment

Location and Description of Required Vending Equipment and Type of Machine

All equipment should be capable of multi-price sales and multi-product vends.

All equipment must be compatible with bank card readers.

Energy efficient or Energy Star rated equipment is required. Machines not meeting this requirement should be equipped with energy conserving devices such as VendingMiser technology.

Additional Units will be required as new locations are added on campus or changes to venues occur.

Customer	Location	Address
Customer	Location	Address
UWM Mellencamp Hall	UWM Mellencamp Hall B77 (48)	2442 E Kenwood Blvd
Total cases: 47		
UWM KENWOOD INTERDISCIPLINARY RESEA	Room 1050 Stack	3135 N MARYLAND AVE
Total cases: 85		
UWM Architect	UWM Architect (2)	2131 E Hartford Ave
UWM Architect	UWM Architect G/F (3) NEW	2131 E Hartford Ave
Total cases: 526		
UWM Bolton Hall	basement GTG	3210 N Maryland Ave
UWM Bolton Hall	Basement NONcarb	3210 N Maryland Ave
UWM Bolton Hall	Basement CSD	3210 N Maryland Ave
UWM Bolton Hall	Basement DEW	3210 N Maryland Ave
UWM Bolton Hall	1ST FLR GFV	3210 N Maryland Ave
Total cases: 349		
UWM Business	Strbks UWM Busin GF LEFT (10)	3202 N Maryland Ave
UWM Business	UWM Busin Bld LEFT(8)	3202 N Maryland Ave
UWM Business	UWM Busin Bld RIGHT 9	3202 N Maryland Ave
UWM Business	UWM Busin GF LEFT (81)	3202 N Maryland Ave
Total cases: 899		

UWM Cambridge Commons	UWM Cambridge 1st fl West (86)	2323 N Cambridge Ave
UWM Cambridge Commons	UWM Cambridge 1st fl Nrth (87)	2323 N Cambridge Ave
Total cases: 101		
UWM Chapman Hall Rm129 (11)	UWM Chapman Hall (11)	2310 E Hartford Ave
Total cases: 63		
UWM Cunningham	1st FL LEFT Cunningham	1921 E Hartford Ave
UWM Cunningham	CUNNINGHAM 1st FL RIGHT	1921 E Hartford Ave
Total cases: 143		
UWM Engineering	UWM Engineering 1st floor	3200 N Cramer St
UWM Engineering	UWM ENGINEERING 2nd floor	3200 N Cramer St
UWM Engineering	UWM Engineering G/F (28) NEW	3200 N Cramer St
Total cases: 1,261		
UWM Engleman Hall B26 22	UWM Engleman Hall LOWER LEVEL B26 2	2033 E Hartford Ave
Total cases: 63		
UWM Peck School of the Arts	UWM Basement Music115 (29)	2419 E Kenwood Blvd
Total cases: 26		
UWM Garland Hall	UWM Garland Hall B35 30	2441 E Hartford Ave
Total cases: 70		
UWM Great Lakes Research (32)	Cafeteria	600 E Greenfield Ave
Total cases: 52		
UWM Johnston	UWM HOLTON HALL NEAR G55 2	2522 E Hartford Ave
UWM Johnston	UWM HOLTON HALL NEAR G55 1	2522 E Hartford Ave
Total cases: 81		
UWM Kenilworth Sq Apartments	UWM Kenilworth Sq Apartments	1915 E Kenilworth Pl
Total cases: 81		
UWM Klotsche	UWM Klotsche 2nd Fl Gym GATOR(39)	3409 N Downer Ave
UWM Klotsche	UWM Klotsche 2nd Fl Gym PEPSI (40)	3409 N Downer Ave

Total cases: 222		
UWM Lapham	UWM Lapham West RT (43)	3209 N Maryland Ave
UWM Lapham	UWM Lapham FRONT LOBBY	3209 N Maryland Ave
UWM Lapham	UWM Lapham WEST LEFT (82)	3209 N Maryland Ave
Total cases: 493		
UWM Meir Library 46	UWM MEIR Library	2311 E Hartford Ave
Total cases: 569		
UWM Mitchell Hall	UWM Mitchell Hall RIGHT B54	3203 N Downer Ave
UWM Mitchell Hall	UWM Mitchell Hall LEFT B54	3203 N Downer Ave
Total cases: 146		
UWM Peck School of the Arts	Gallery 2nd floor	2419 E Kenwood Blvd
Total cases: 36		
UWM Physics	UWM Physics RIGHT	1900 E Kenwood Blvd
UWM Physics	UWM Physics G/F	1900 E Kenwood Blvd
Total cases: 665		
UWM Restor	NW Quad/lounge left Dew	3337 N Maryland Ave
UWM Restor	NW Quad / lounge Pepsi	3337 N Maryland Ave
Total cases: 331		
UWM Riverview Pepsi #83	UWM Riverview Rm 316 (83)	2340 N Commerce Dr
Total cases: 41		
UWM Sabin Hall	UWM Sabin Hall LEFT G25 (55)	3413 N Downer Ave
UWM Sabin Hall	UWM Sabin Hall RIGHT G25 (54)	3413 N Downer Ave
Total cases: 129		
UWM Union	2nd floor lounge HG/GF	2200 E Kenwood Blvd
UWM Union	UWM Union Ground Elevator (64)	2200 E Kenwood Blvd
UWM Union	2nd floor lounge	2200 E Kenwood Blvd
UWM Union	UWM UNION 1ST FLR #1	2200 E Kenwood Blvd
UWM Union	UWM 3rd flr room 352	2200 E Kenwood Blvd
UWM Union	UWM Union Ground Info (75)	2200 E Kenwood Blvd
UWM Union	UWM Union 1st floor #2	2200 E Kenwood Blvd
UWM Union	UWM Union Store RIGHT (68)	2200 E Kenwood Blvd
UWM Union	UWM Union Store LEFT (73)	2200 E Kenwood Blvd

UWM Union	UWM Union Parking Basement (70)	2200 E Kenwood Blvd
UWM Union	Basement Rec	2200 E Kenwood Blvd
UWM Union	2nd floor lounge GF	2200 E Kenwood Blvd
Total cases: 1,616		
UWM University Services Bldg (38)	UWM SERVICES BUILDING	115 E Reindl Way
Total cases: 63		
University of Milwaukee Wisconsin	UWM ENDERIS GF	2400 E Hartford Ave
	UWM ENDERIS LEFT	2400 E Hartford Ave
	UWM ENDERIS RIGHT	2400 E Hartford Ave
	UWM ENDERIS CENTER	2400 E Hartford Ave
	UWM Curtain Hall LEFT (14)	2400 E Hartford Ave
	UWM Curtain Hall RIGHT (16)	2400 E Hartford Ave
	UWM Curtain Hall GF (17) NEW	2400 E Hartford Ave
	UWM Curtain Hall CENTER Rm149	2400 E Hartford Ave
	UWM Curtain Hall	2400 E Hartford Ave
	UWM Sandburg South S110 60	3400 N Maryland Ave
	UWM Sandburg West W110 (61)	3400 N Maryland Ave
	UWM Sandburg West GF (62)	3400 N Maryland Ave
	UWM Sandburg North N110 59	3400 N Maryland Ave
Total cases: 1,092		
UWM ZILBER	vend area - 1st flr	1240 N 10th St
Total cases: 21		

4 Attachment No. 4 Vending Sales by Location and Machine

Customer	Location	Address	Asset	SALES
UWM Mellencamp Hall	UWM Mellencamp Hall B77 (48)	2442 E Kenwood Blvd	2823776	\$1,578.65
Total cases: 47				
UWM KENWOOD INTERDISCIPLINARY RESEA	Room 1050 Stack	3135 N MARYLAND AVE	10757428	\$2,718.25
Total cases: 85				
UWM Architect	UWM Architect (2)	2131 E Hartford Ave	2823972	\$8,496.65
UWM Architect	UWM Architect G/F (3) NEW	2131 E Hartford Ave	2824939	\$7,767.85
Total cases: 526				
UWM Bolton Hall	basement GTG	3210 N Maryland Ave	10904501	\$668.40
UWM Bolton Hall	Basement NONcarb	3210 N Maryland Ave	2823557	\$2,225.25
UWM Bolton Hall	Basement CSD	3210 N Maryland Ave	2823700	\$4,682.10
UWM Bolton Hall	Basement DEW	3210 N Maryland Ave	2824547	\$1,688.90
UWM Bolton Hall	1ST FLR GFV	3210 N Maryland Ave	2824944	\$2,301.85
Total cases: 349				
UWM Business	Strbks UWM Busin GF LEFT (10)	3202 N Maryland Ave	10559073	\$10,243.00
UWM Business	UWM Busin Bld LEFT(8)	3202 N Maryland Ave	2823650	\$3,426.65
UWM Business	UWM Busin Bld RIGHT 9	3202 N Maryland Ave	2823852	\$6,063.00
UWM Business	UWM Busin GF LEFT (81)	3202 N Maryland Ave	2824938	\$7,015.60
Total cases: 899				

UWM Cambridge Commons	UWM Cambridge 1st fl West (86)	2323 N Cambridge Ave	2823797	\$2,227.00
UWM Cambridge Commons	UWM Cambridge 1st fl Nrth (87)	2323 N Cambridge Ave	2824970	\$1,384.90
Total cases: 101				
UWM Chapman Hall Rm129 (11)	UWM Chapman Hall (11)	2310 E Hartford Ave	2597865	\$2,166.60
Total cases: 63				
UWM Cunningham	1st FL LEFT Cunningham	1921 E Hartford Ave	2823674	\$1,705.00
UWM Cunningham	CUNNINGHAM 1st FL RIGHT	1921 E Hartford Ave	2823839	\$3,583.75
Total cases: 143				
UWM Engineering	UWM Engineering 1st floor	3200 N Cramer St	2077972	\$10,408.05
UWM Engineering	UWM ENGINEERING 2nd floor	3200 N Cramer St	2823378	\$12,161.11
UWM Engineering	UWM Engineering G/F (28) NEW	3200 N Cramer St	2824940	\$16,591.45
Total cases: 1,261				
UWM Engleman Hall B26 22	UWM Engleman Hall LOWER LEVEL B26 2	2033 E Hartford Ave	2077942	\$2,265.66
Total cases: 63				
UWM Peck School of the Arts	UWM Basement Music115 (29)	2419 E Kenwood Blvd	2189396	\$1,721.62
Total cases: 26				
UWM Garland Hall	UWM Garland Hall B35 30	2441 E Hartford Ave	2823569	
Total cases: 70				\$2,602.25
UWM Great Lakes Research (32)	cafetariat	600 E Greenfield Ave	2824951	\$2,787.21
Total cases: 52				

UWM Johnston	UWM HOLTON HALL NEAR G55 2	2522 E Hartford Ave	2597864	\$1,299.60
UWM Johnston	UWM HOLTON HALL NEAR G55 1	2522 E Hartford Ave	2597867	\$1,680.00
Total cases: 81				
UWM Kenilworth Sq Apartments	UWM Kenilworth Sq Apartments	1915 E Kenilworth Pl	2824965	\$3,121.40
Total cases: 81				
UWM Klotsche	UWM Klotsche 2nd Fl Gym GATOR(39)	3409 N Downer Ave	2669831	\$3,870.00
UWM Klotsche	UWM Klotsche 2nd Fl Gym PEPSI (40)	3409 N Downer Ave	2670310	\$4,083.01
Total cases: 222				
UWM Lapham	UWM Lapham West RT (43)	3209 N Maryland Ave	2823800	\$4,006.30
UWM Lapham	UWM Lapham FRONT LOBBY	3209 N Maryland Ave	2824943	\$7,626.20
UWM Lapham	UWM Lapham WEST LEFT (82)	3209 N Maryland Ave	2824954	\$3,592.75
Total cases: 493				
UWM Meir Library 46	UWM MEIR Library	2311 E Hartford Ave	2823776	\$20,482.76
Total cases: 569				
UWM Mitchell Hall	UWM Mitchell Hall RIGHT B54	3203 N Downer Ave	2079033	\$2,687.26
UWM Mitchell Hall	UWM Mitchell Hall LEFT B54	3203 N Downer Ave	2079060	\$3,010.90
Total cases: 146				
UWM Peck School of the Arts	Gallery 2nd floor	2419 E Kenwood Blvd	1008547 8	\$1,313.15
Total cases: 36				
UWM Physics	UWM Physics RIGHT	1900 E Kenwood Blvd	2823575	\$7,868.80

UWM Physics	UWM Physics G/F	1900 E Kenwood Blvd	2824941	\$11,842.95
Total cases: 665				
UWM Restor	NW Quad/lounge left Dew	3337 N Maryland Ave	2189341	\$6,340.15
UWM Restor	NW Quad / lounge Pepsi	3337 N Maryland Ave	2189389	\$5,661.90
Total cases: 331				
UWM Riverview Pepsi #83	UWM Riverview Rm 316 (83)	2340 N Commerce Dr	2824962	\$1,499.30
Total cases: 41				
UWM Sabin Hall	UWM Sabin Hall LEFT G25 (55)	3413 N Downer Ave	2670276	\$2,598.70
UWM Sabin Hall	UWM Sabin Hall RIGHT G25 (54)	3413 N Downer Ave	2771969	\$2,094.85
Total cases: 129				
UWM Union	2nd floor lounge HG/GF	2200 E Kenwood Blvd	10734799	\$739.25
UWM Union	UWM Union Ground Elevator (64)	2200 E Kenwood Blvd	2077874	\$6,005.60
UWM Union	2nd floor lounge	2200 E Kenwood Blvd	2077929	\$3,040.30
UWM Union	UWM UNION 1ST FLR #1	2200 E Kenwood Blvd	2077959	\$6,567.45
UWM Union	UWM 3rd flr room 352	2200 E Kenwood Blvd	2670288	\$2,275.20
UWM Union	UWM Union Ground Info (75)	2200 E Kenwood Blvd	2823570	\$6,126.20
UWM Union	UWM Union 1st floor #2	2200 E Kenwood Blvd	2823586	\$7,347.35
UWM Union	UWM Union Store RIGHT (68)	2200 E Kenwood Blvd	2823647	\$3,955.65

UWM Union	UWM Union Store LEFT (73)	2200 E Kenwood Blvd	2823722	\$4,991.10
UWM Union	UWM Union Parking Basement (70)	2200 E Kenwood Blvd	2823775	\$3,698.05
UWM Union	Basement Rec	2200 E Kenwood Blvd	2823795	\$3,900.40
UWM Union	2nd floor lounge GF	2200 E Kenwood Blvd	2824942	\$4,818.50
Total cases: 1,616				
UWM University Services Bldg (38)	UWM SERVICES BUILDING	115 E Reindl Way	2824959	\$1,974.90
Total cases: 63				
University of Milwaukee Wisconsin	UWM ENDERIS GF	2400 E Hartford Ave	1090458 1	\$95.05
	UWM ENDERIS LEFT	2400 E Hartford Ave	1090458 2	\$649.55
	UWM ENDERIS RIGHT	2400 E Hartford Ave	2823601	\$4,257.05
	UWM ENDERIS CENTER	2400 E Hartford Ave	2823635	\$4,167.85
	UWM Curtain Hall LEFT (14)	2400 E Hartford Ave	2823736	\$2,604.35
	UWM Curtain Hall RIGHT (16)	2400 E Hartford Ave	2823990	\$3,395.05
	UWM Curtain Hall GF (17) NEW	2400 E Hartford Ave	2824945	\$6,044.85
	UWM Curtain Hall CENTER Rm149	2400 E Hartford Ave	2824946	\$8,424.65
	UWM Curtain Hall	2400 E Hartford Ave	2823300	\$2,366.30
	UWM Sandburg South S110 60	3400 N Maryland Ave	2823620	\$6,049.10
	UWM Sandburg West W110 (61)	3400 N Maryland Ave	2824246	\$5,164.25
	UWM Sandburg West GF (62)	3400 N Maryland Ave	1333894	\$3,940.55
	UWM Sandburg North N110 59	3400 N Maryland Ave	2823738	\$5,437.05
Total cases: 1,092				

UWM ZILBER	vend area - 1st flr	1240 N 10th St	1333126	\$1,138.85
Total cases: 21				

5 Attachment No. 5 – Athletic Sponsorship Opportunities/Non-Athletic Sponsorship and Marketing Opportunities

Athletic Department Sponsorship Opportunities, Non-Athletic Sponsorship and Marketing Opportunities

5.1 Athletic Sponsorship Opportunities

The Athletic Department will provide marketing/promotional opportunities for an **Athletic Sponsorship Fee** payable annually to the Athletic Department for the life of the contract. The current annual sponsorship fee is \$0.

The details of such sponsorship and marketing/promotional opportunities will be contingent upon the respondent's proposal for the Athletic Sponsorship Fee. The following is a list of possible sponsorship opportunities.

- Recognition at home competitions.
- Public address announcements at home athletic events.
- Venue signage.
- In-game promotions sponsorship at home events.
- Permanent signage opportunities
- Logo on seasonal schedule cards.
- Game Day program advertisement.
- Website recognition.

5.2 Non-Athletic Sponsorship and Marketing Opportunities

Marketing Proposal for Non-Athletic Departments: The contractor shall pay the University with an annual **Non-Athletic Sponsorship Fee** to assist in marketing services on campus as determined by the University. These funds will be managed by Retail Services and may be held as a debit fund by the contractor. The contractor will provide a monthly report to Retail Services of expenditures and the remaining balance. Retail Services will approve requests made by campus organizations prior to sending the request to the Contractor. The current annual sponsorship fee is: \$4,000.

The marketing opportunities should promote the campus initiatives and events as well as the proposer's relationship with the University. Marketing Sponsorship Opportunities at the University of Wisconsin-Milwaukee include, but is not limited to, the following: Banners for special events, seasonal promotions, product or merchandise (such as t-shirts and other apparel) for giveaways, contests, door prizes and special events (i.e. Fall Move-in/Welcome Week) and other events open to the entire campus community and benefiting UW-Milwaukee students.

5.3 Written Proposal of Athletic Sponsorship, Non-Athletic Sponsorship and Marketing Opportunities Required

SUBMIT A WRITTEN PORPOSAL FOR ATHLETIC SPONSORSHIP, NON-ATHLETIC SPONSORSHIP AND MARKETING AT THE UNIVERSITY OF WISCONSIN-MILWAUKEE FOR A SEVEN (7) YEAR CONTRACT INCLUDING THE FOLLOWING ITEMS.

EVALUATION VALUE: 100 POINTS

- 1) Please describe your organizations sustainability efforts in the manufacturing, packaging and distribution of the products proposed within this RFP.
- 2) Please provide examples of how your organization has assisted in the promotion of Athletics programs. For this proposal, please describe support opportunities that would be made available in addition to the Athletic Sponsorship Fee. These may include, but is not limited to the following:
 - a. Giveaways/Merchandise
 - b. Banners
 - c. Product
 - d. Other creative proposals
- 3) Please describe the process and procedures the University will follow to receive funds proposed in Section D, 4.2 (Non-Athletic Sponsorship and Marketing Opportunities) from the contractor. Also, please provide responses to the following items for each section.
 - a. Giveaways/Merchandise
 - i. How would these items be purchased?
 - ii. How would these items be provided to UW-Milwaukee?
 - iii. What types of items would be available from the contractor?
 - b. Banners
 - i. Please provide samples of design options.
 - ii. How would they be ordered?
 - iii. How would they be provided to UW-Milwaukee?
 - c. Product
 - i. What products would be available from the contractor?
 - ii. What package options would be available (12oz./12-pack, 20oz./24-packs, etc.)?
 - d. Describe other creative proposals or ideas available for marketing.

6 Attachment No. 6 - Vendor Information – DOA 3477**VENDOR INFORMATION**

1. **Proposing Company Name:** _____
Fein: _____ **Fax:** _____
Phone: _____ **Toll Free Phone:** _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
2. **Name of person we may contact in the event there are questions about your Proposal.**
Name: _____ **Title:** _____
Phone: _____ **Toll Free Phone:** _____
Fax: _____
Address: _____
3. **Vendor that is awarded this contract will be required to submit affirmative action information to the University. Please name the person in your company we may contact about this plan.**
Name: _____ **Title:** _____
Phone: _____ **Toll Free Phone:** _____
Fax: _____
Address: _____
4. **Mailing address where state purchase orders are to be mailed.**
Name: _____ **Title:** _____
Phone: _____ **Toll Free Phone:** _____
Fax: _____
Address: _____

RETURN THIS PAGE WITH PROPOSAL

7 Attachment No. 7 – Vendor Client Reference - DOA 3478

Vendor Client Reference

Company 1 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

_____ **Email:** _____

Company 2 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

_____ **Email:** _____

Company 3 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Company 4 Name: _____ **Email:** _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

_____ **Email:** _____

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8 Attachment No. 8 Bank Reference

Bank Reference

Bank 1 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Bank 2 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Bank 3 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Bank 4 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

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9 Attachment No. 9 – Terms and Conditions**TERMS AND CONDITIONS**

If awarded this PROPOSAL, we agree to all the terms and conditions of this PROPOSAL (including all attachments), PROPOSAL addenda and revisions, and the Proposal of the successful Proposer, and additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. I understand that failure to accept and carry out this contractual agreement in its entirety may result in a cancellation of award.

Proposer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

10 Attachment No. 10 Proposer Information**Proposer Information**

Contractor: _____

Ordering/Expediting: _____

Invoice Information: _____

Contract Renewal/Cancellation: _____

Contract Problems: _____

Returns: _____

Phone No.: _____

Fax No.: _____

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11 Attachment No. 11 – Designation of Confidential and Proprietary Information DOA 3027

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

THE ATTACHED MATERIAL SUBMITTED IN RESPONSE TO Proposal No. PS-13-2329 includes proprietary and confidential information which qualifies as trade secret, as provided in Section 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this Proposal/Proposal Response be treated as confidential material and not be released without our written approval. We request that the following pages not be released:

Section	Page#	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

This does not apply to Proposal or Proposal prices. Prices are always open. Other information usually cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply: 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances. Failure to include this form in the Proposal/Proposal Response may mean that all information provided as part of the Proposal response will be open to examination and copying. The state considers other markings of confidential in the Proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name Authorized Representative

Company Name

Signature Authorized Representative

Date

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12 Attachment No. 12 Affidavit

University of Wisconsin System
780 Regent Street
Madison, WI 53715

This completed affidavit must be submitted with the bid/proposal.

Proposer Preference: Please indicate below if claiming a proposer preference:

- ☐ Minority Business Preference (§ 16.75(3m), Wis. Stats.) – Must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Department of Administration, 101 E Wilson St, 6th floor, PO Box 7970, Madison, WI, 53707 or (608) 267-9550.
- ☐ Work Center Preference (§ 16.752, Wis Stats.) Must be certified by the State of Wisconsin Use Board. If you have questions concerning the certification process, contact the Wisconsin State Use Board, 101 East Wilson St, 6th floor, PO Box 7867, Madison WI, 53707 or (608) 266-2553

American-Made Materials: The materials covered in our proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown ☐ N/A (Does not apply)

Services Performed in the United States (2009 Wis Act 136): All services provided to the University of Wisconsin System or any of its campuses under this proposal will be performed in the United States.

☐ Yes ☐ No ☐ N/A (Does not apply)

Non-Collusion: In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor, or potential competitor; that this proposal has not been knowingly disclosed prior to opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions, and specifications required by the State of Wisconsin in this Announcement of Bid/Proposal and the terms of our Bid/Proposal.

Authorized Representative:		Title:	
	(Type or Print)		
Authorized Representative:		Date:	
	(Signature)		
Company Name:		Telephone:	

13 Attachment No. 13: Checklist

PS-18-2686
Bid Submittal Checklist

Required Cost Proposal Forms (Must be sealed in a Separate Envelope):

- ☐ Section C, No. 1 Cost Proposal - Cash Rights Fee: Cash Rights Fee 1.1 & 1.2 Sideline Cash Allowance - Athletics (Section C, Item No. 1, 2, 3 and 4 must be submitted together in a separate sealed envelope)
- ☐ Section C, No. 2 Cost Proposal - Vended Soft Drinks (Commission Proposal)
(Section C, Item No. 1, 2, 3 and 4 must be submitted together in a separate sealed envelope)
- ☐ Section C, No. 3 Cost Proposal - Post Mix and Canned/Bottled Beverage
(Section C, Item No. 1, 2, 3 and 4 must be submitted together in a separate sealed envelope)
- ☐ Section C, No. 3 Cost Proposal - Athletic and Non-Athletic and Marketing Sponsorship Opportunities Fee
(Section C, Item No. 1, 2, 3 and 4 must be submitted together in a separate sealed envelope)

***Include Electronic copies**

Required Proposal Documentation (With No Mention of Cost Proposals):

- ☐ Proposal (Including Electronic Version and Proprietary Redacted Electronic Version)
- ☐ Signed Request for Proposal form (DOA 3261)
- ☐ Attachment 6 - Completed Vendor Information (DOA-3477)
- ☐ Attachment 7 - Completed Vendor Client Reference (DOA-3478)
- ☐ Attachment 8 – Bank Reference
- ☐ Attachment 9 – Terms and Conditions
- ☐ Attachment 10 – Proposer Information
- ☐ Attachment 11 - Completed Designation of Confidential and Proprietary Information
- ☐ Attachment 12 - Completed Affidavit

Note: This checklist is to help proposers ensure their submittal packet is complete. This sheet does not need to be returned as part of the proposal submittal.