

UNIVERSITY OF WISCONSIN SYSTEM



REQUEST FOR BID PS-19-2460

EXCLUSIVE SOFT DRINK POURING RIGHTS

DATE OF ISSUE: March 14, 2019

BID DUE DATE: April 17, 2019 2:00 PM (CST)

State of Wisconsin
Wis. Statutes s.16.75
DOA-3070 (R08/2003)

BIDS MUST BE SEALED AND ADDRESSED TO:

AGENCY ADDRESS:

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

REQUEST FOR BID

EXCLUSIVE POURING RIGHTS

For
 University of Wisconsin-Platteville

THIS IS NOT AN ORDER
 BIDDER (Name and Address)

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

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # PS-19-2460. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid 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. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than

April 17, 2019 at 2:00 PM CST

Name (Contact for further information)

Paul D. Schlough, Procurement Specialist Senior

Phone

(608) 265-0557

Date

March 14, 2019

Quote Price and Delivery FOB

☐ Fax bids are
 accepted

☐ Fax bids are not accepted

Item No.	Quantity and Unit	Description	Price Per Unit	Total
		Exclusive Soft Drink Pouring Rights for the University of Wisconsin-Platteville		

Payment Terms Net 30

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. **Does Not Apply to Printing Bids.**

☐ 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 bid 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 bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder 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 Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()	Fax ()
Signature of Above	Date	Federal Employer Identification No.	Social Security No. if Sole Proprietor (Voluntary)

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

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Section A

1 Introduction and Purpose

1.1 Purpose of the Request For Bid (RFB)

The Purpose of the Request for Bid (RFB): The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid for Exclusive Soft Drink Pouring Rights for the University of Wisconsin-Platteville.

The University of Wisconsin System Administration (UWSA) Office of Procurement on behalf of the University of Wisconsin System Board of Regents intends to use the results of this process to award a contract for Exclusive Soft Drink Pouring Rights for the University of Wisconsin-Platteville.

1.2 Reasonable Accommodations

The University of Wisconsin System Administration (UWSA) on behalf of the University of Wisconsin System Board of Regents and the University of Wisconsin-Platteville 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 bid opening/vendor conference, contact Paul D. Schlough, Procurement Specialist Senior, UWSA Office of Procurement at (608) 265-0557 or Email at pschlough@uwsa.edu.

1.3 Scope

The University of Wisconsin System Administration (UWSA) on behalf of the University of Wisconsin-Platteville intends to utilize this bid for the purchase of Soft Drink Product, Equipment and Services for Exclusive Soft Drink Pouring Rights and Cash Rights Fee.

The University shall only consider Bids 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.

Failure of successful Bidder to accept any items of the contract terms identified in the Request for Bid (RFB) document may result in cancellation of the award.

A Cash rights Fee is required to be paid to the University of Wisconsin-Platteville for Exclusive Soft Drink Pouring rights for a five (5) year period at the beginning of the contract, August 1, 2014 and at each subsequent contract start date anniversary which will be July one (1) thereafter.

1.4 Contract Length

The contract shall be effective on the date indicated on the contract and shall run through June 30, 2015 with four (4) additional automatic one (1) year renewal/extensions. This contract shall automatically be extended into the next optional period unless the UW System Administration Office of Procurement is

notified in writing by the contractor; or notifies the contractor in writing, 120 calendar days prior to expiration of the initial and/or succeeding contract terms.

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

1.5 Method of Award

The award will be based on the best aggregate value to the University from the responsible bidder.

1.5.1 Cash Rights Fee

The Cash Rights Fee will be part of the aggregate Bid Value. Complete Bid Submittal Form: Section D Item No. 1.

1.5.2 Product Price

Product Price will be part of the aggregate Bid Value. Complete Bid Submittal Form: Section D, Item No. 2.

1.6 Cancellation and Termination

The University of Wisconsin System Administration (UWSA) reserves the right to cancel the resulting contract/agreement, for any reason, by giving written notice to Contractor of such cancellation and specifying the effective date thereof, at least ten (10) days before the effective date of such cancellation. Contractor shall, in the event of such cancellation, be entitled to receive compensation for any work accepted hereunder in accordance with the University's order(s). Contractor may also be compensated for partially completed work in the event of such cancellation. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the University, times the corresponding payment for completion of such work as set forth in the University's order(s).

In addition, the University of Wisconsin System Administration (UWSA) reserves the right to terminate the resulting contract/agreement, for reasons of breach of contract, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Contractor shall, in the event of such termination, be entitled to receive compensation for any work accepted hereunder in accordance with the University's order(s). Contractor shall also be compensated for partially completed work in the event of such termination. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the University of Wisconsin System Administration (UWSA), times the corresponding payment for completion of such work as set forth in the University's order(s).

Upon cancellation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of the contract/agreement. In addition, each party will assist the other party in

the orderly termination of this contract/agreement and the transfer of all aspect hereof, tangible or intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

1.7 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 Bid Procedures and Instructions

2.1 Method of Bid

Vendors must submit two (2) hard copies of the completed bid document, including the signed original, along with One (1) electronic copy of the Bid submitted on a USB Flash Drive. The Official Sealed Bid may be mailed, delivered by bidder or by a third-party/courier service **in a sealed envelope or package with the RFB number on the outside.** Bids must be received and date/time stamped prior to 2:00 p.m. CST on the stated Bid due date. Bids not so date/time stamped shall be considered late. **Late Bids shall be rejected.**

Bids 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 Bid by the University mail system does not constitute receipt of a proposal by the Purchasing Office, for purposes of this Request for Bid (RFB).

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

- Bidder's name and address
- Request for Bid title (RFB: Exclusive Soft Drink Pouring Rights for UW-Platteville)

- Request for Bid number (PS-19-2460)
- Bid due date (April 17, 2019 2:00 PM CST)

2.2 Inspection of Premises/Site Survey Meeting

Bidders are invited to inspect the project site completely prior to submitting bid in order to determine all requirements 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. A site survey Inspection may be scheduled by appointment between the dates of March 25, 2019 and April 5, 2019

For Site Inspection Appointment

Prospective Bidders are to Contact:

Vicki Strait-Munns, Administrator, Auxiliary Services

University of Wisconsin-Platteville

Phone: (608) 342-6048

Email: strait@uwplatt.edu

2.3 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this Request for Bid (RFB). 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 RFB. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>Agenda</u>	<u>Date</u>
Release RFB to Vendors	March 14, 2019
Site Survey/Proposer Meeting	By Appointment March 25, 2019 and April 5, 2019
Bid Due @ 2 PM CST	April 17, 2019
Estimated Notification of Intent to Award Contract	April 19, 2019
Estimated Appeals Process Time frame	April 19, 2019 to April 26, 2019
Board of Regent Approval	June 6 & 7, 2019
Contract Award	June 9, 2019
Start of Contract	July 1, 2019

2.4 Format of Bid

Vendors responding to this RFB must comply with the following format requirements:

2.4.1 Signed Request For Bid Sheet:

Bids submitted in response to this RFB must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

By submitting a signed bid, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices quoted in the bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

2.4.2 *State of Wisconsin Terms and Conditions*

These standard and supplemental terms and conditions shall govern this proposal and subsequent award. Vendors must accept these terms and conditions. The State reserves the right to negotiate contractual terms and conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.

2.5 Multiple Bids

Multiple bids from a vendor will be permissible; however each bid must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple bids.

2.6 Incurring Costs

The University of Wisconsin System and State of Wisconsin is not liable for any cost incurred by a vendor in the process of responding to this Request for Bid (RFB).

2.7 Questions

Any questions concerning this Request for Bid (RFB) must be submitted in writing on or before May 1, 2014. Questions regarding Request for Bid PS-19-2460 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
pschlough@uwsa.edu

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

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on VendorNet.

3 Bid Acceptance, Evaluation and Award

3.1 Bid Opening

A public Bid opening will be held on April 17, 2019 @ 2 PM CST at the University of Wisconsin System Administration (UWSA) Office of Procurement at 780 Regent Street, Madison, WI 53715 in Conference Room 121 on the first floor. All vendor participants are invited to attend, but not required to attend. This official bid opening is open to the public.

3.2 Bid Acceptance

Bids which do not comply with instructions or are unable to comply with specifications contained in the Request for Bid (RFB) may be rejected by the University of Wisconsin System Administration, Office of Procurement. The University of Wisconsin System Administration (UWSA) may request reports on a vendor's financial stability and if financial stability is not substantiated may reject a vendor's bid. The University of Wisconsin System Administration (UWSA) retains the right to accept or reject any or all bids, or accept or reject any part of a bid deemed to be in the best interest of the University of Wisconsin System and the State of Wisconsin. The University of Wisconsin System Administration (UWSA) shall be the sole judge as to compliance with the instructions contained in this Request for Bid (RFB).

3.3 Bid Evaluation

Bids will be evaluated by the University of Wisconsin System Administration (UWSA), Office of Procurement to verify that they will meet all specified requirements in this Request for Bid (RFB). This verification may include requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed product(s) and/or service(s), and reviewing results of past awards to the vendor by the State of Wisconsin and the University of Wisconsin System.

Bids from certified Minority Business Enterprises may be provided up to a five percent (5%) bid preference in accordance with Wis. Stats. S. 16.75(3m).

3.4 Notification of Intent to Award

Notification of Intent to Award: Any vendors who respond to this Request for Bid (RFB), with a bid, will be notified in writing of the University of Wisconsin System Administration's (UWSA) intent to award the contract(s) as a result of this Request for Bid (RFB).

After notification of the intent to award is made, and under the supervision of the University of Wisconsin System Administration (UWSA), Office of Procurement staff, copies of bids will be available for public inspection from 8:30 a.m. to 4:30 p.m. at 780 Regent Street, Madison, WI Room No. 105 by appointment. Vendors should schedule appointments to review with Paul D. Schlough, Procurement Specialist, Senior at (608) 265-0557 to ensure that space is available for the review.

3.5 Dispute Process

The appeals procedure applies to only those requests for bids that are greater than \$25,000. Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

The written notice of intent to protest the University of Wisconsin System's intent to award a contract and a complete written protest must be filed with the President of the University System in care of:

Brent Tilton
Director of Procurement
University of Wisconsin System Administration
Room No. 105
780 Regent Street
Madison, WI 53715

And received in his office no later than five (5) working days after the University of Wisconsin system administration Office of Procurement notices of intent to award are issued.

Section B Special Terms and Conditions

1 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 \$50,000. 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.

2 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.

2.1 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.

2.2 Commercial General Liability

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.

2.3 Covenant Requiring Notice

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.

2.4 Evidence of New Insurance

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 in force the insurance herein required, the University shall have the right to cancel and terminate without notice.

2.5 University Right to Cancel

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.

2.6 Certificate of Insurance Requirements

Upon notification of award and prior to issuance of a contract, the contractor shall provide the University a certificate of insurance 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.

Certificate of Insurance

The Contractor awarded the business of On-Site Banking and Automated Teller Machine (ATM) Services will be required to submit to the University of Wisconsin System Administration Office of Procurement a Certificate of Insurance that includes the following components:

- The insurance coverage limits required in Section B item 2 of this RFB Document.
- The University of Wisconsin System location/Institution listed on the Certificate of Insurance.
- The Contract Number (PS-19-2460) listed on the Certificate of Insurance.
- Additional Insured Provision Requirement (as documented in Section B item 2) must be named on the Certificate of Insurance.
- Certificate of Insurance must be current and on file with the University of Wisconsin System Administration Office of Procurement at all times during the life of the contract agreement.
- **Any Certificate of Insurance received missing the above named components will place the contract in breach and subject for termination.**

3 Parties to 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-Platteville, 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-La Crosse campus. Such rights shall hereinafter be referred to as

“Exclusive Soft Drink Pouring and Vending rights: according to the terms set forth in this contract. Victoria Strait-Munns, Financial Specialist Supervisor, Auxiliary Accounting shall be the representative of the University responsible for the administration of the contract and referred to herein as “the appropriate campus authority”.

4 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.

5 Term of Contract

It is the intent of the University to start the resulting Contract on or about August 1, 2014 through June 30, 2015 with four (4) additional automatic one (1) year renewal/extensions. This contract shall automatically be extended into the next optional period unless the UW System Administration Office of Procurement is notified in writing by the contractor; or notifies the contractor in writing, 120 calendar days prior to expiration of the initial and/or succeeding contract terms.

6 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.

7 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.

8 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.

9 News Releases

News releases pertaining to this Contract or any part of Request for Bid (RFB) No. PS-19-2460 shall not be made without the prior written approval of the University.

10 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-Platteville marks, logos or other indicia of University of Wisconsin-Platteville must be purchased from University of Wisconsin-Platteville licensees and be used in accordance with University of Wisconsin-Platteville policy.

11 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.

12 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.

13 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.

14 General Conditions

14.1 Service Requirements

14.1.1 Service Provided

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

14.1.2 Relative Service Items

The contractor agrees that items relative to obtaining Exclusive Soft Drink pouring 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.

14.1.3 Quarterly Business Review

Recognizing that successful performance of this Contract is dependent on favorable response from the users, the Contractor shall meet at 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. An early May meeting is required to plan equipment 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.

14.1.4 Required Permits and 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.

14.1.5 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.

14.1.6 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.

14.2 Personnel, Employment and Staffing

14.2.1 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.

14.2.2 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.

14.2.3 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.

14.2.4 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.

14.2.5 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.

14.2.6 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.

14.2.7 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.

14.2.8 Criminal Background Check

The University requires the contractor to warrant they are supplying employees that have passed background checks. This includes management, full and part-time staff. The contractor also agrees to defend, indemnify and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents for any claims, suits or proceedings alleging a breach of this warranty.

Vendors or contractors whose employees, affiliates, or volunteers will have routine or unsupervised access to vulnerable populations (i.e., minors or medical patients) in the course of the contract represent that these employees, affiliates, or volunteers have satisfied a criminal background check conducted by a criminal background check vendor selected by the contractor that includes a check of the vendor's proprietary national criminal background check database.

14.3 Fiscal and Accounting Requirements

14.3.1 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 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.

14.3.2 Payments

Contractor shall pay the University of Wisconsin-Platteville the Cash Rights Fee at the beginning of the contract, August 1, 2014 and annually thereafter on July 1 of each year. (As negotiated and agreed upon per Attachment No. 5).

14.3.3 Invoice Requirements

The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt at University of Wisconsin-Platteville 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. Separate invoices must be issued for

the following areas: Stations Dining Hall, Jamba Juice, Greenwood Avenue Market, Pioneer Crossing, Pioneer Haus, Pioneer Perk, Hickory and Main, Kristine's Café, William's Fieldhouse, Pioneer Stadium and Outside Track.

All invoices must be itemized showing:

- 14.3.3.1 Purchase Order Number
- 14.3.3.2 Contractor Name
- 14.3.3.3 Remit To Address
- 14.3.3.4 Product Manufacturers Name or Abbreviation
- 14.3.3.5 Contractor's Catalog and/or stock number(s)
- 14.3.3.6 Price Per the Contract
- 14.3.3.7 Complete Product Description
- 14.3.3.8 Manufacturer's Product Number
- 14.3.3.9 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.

14.4 Products Ordering and Delivery Requirements

14.4.1 General Requirements

14.4.1.1 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.

14.4.1.2 Additional items may be added to this contract at the discretion of the University of Wisconsin-Platteville. 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.

14.4.1.3 Only the University of Wisconsin-Platteville and the campus Dining Services Contractor shall be eligible to purchase from this contract.

14.4.2 Non-Vended Beverages

14.4.2.1 Authorized University personnel must sign all delivery invoices.

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

- Stations Dining Hall 608-342-1776
- Greenwood Avenue Market 608-342-1702
- Ullsvik Hall
 - Hickory on Main 608-342-1874
 - Catering 608-342-1249
- Markee Pioneer Student Center
 - Pioneer Crossing 608-342-1341
 - Pioneer Perk 608-342-1342
 - Pioneer Haus 608-342-1370
- Kristine's Cafe 608-342-7286
- Pioneer Stadium Center 608-342-1568
- Williams Fieldhouse – Athletics 608-342-1568

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

14.4.2.4 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.

14.4.2.5 Two Deliveries per week will be required. 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.

14.4.2.6 Each delivery location will have designated contact(s) to place orders on a weekly or biweekly basis as the product group requires. Phone Number reference orders:

- Stations Dining Hall 608-342-1776
- Greenwood Avenue Market 608-342-1702
- Ullsvik Hall
 - Hickory on Main 608-342-1874
 - Catering 608-342-1249
- Markee Pioneer Student Center
 - Pioneer Crossing 608-342-1341
 - Pioneer Perk 608-342-1342
 - Pioneer Haus 608-342-1370
- Kristine's Cafe 608-342-7286
- Pioneer Stadium Center 608-342-1568
- Williams Fieldhouse – Athletics 608-342-1568

14.5 Pricing

14.5.1 Product Pricing

Product Pricing must be at the levels designated in the Bid Submittal Form **Section D, Item No. 2**

The University of Wisconsin-Platteville shall be allowed to purchase the winning Proposers products at or below the prices as listed in **Section D, Item No. 2**. The same shall apply for all University contracted services providers. Contracted Service Providers will have the right to purchase the winning Proposers products at the contract prices for re-sale at University of Wisconsin-Platteville.

14.5.2 Price Adjustments

Product Prices quoted herein shall be firm for one (1) year. Thereafter, price adjustments may be made at twelve (12) month intervals (July 1 annually) not to exceed the consumer Price Index (CPI).

14.5.3 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, Midwest Region, All items. The base index shall be the index average for the month prior to the time this contract is awarded.

14.5.4 Price Change Submission

Price change proposals must be submitted to:

Vicki Strait-Munns
 Administrator, Auxiliary Services
 University of Wisconsin-Platteville
 855 Greenwood Avenue
 Markee Pioneer Student Center
 Platteville, WI 53818-3099
 Phone: 608-342-6048
 Email: straitv@uwplatt.edu

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

14.5.5 Invoice Pricing

All invoice prices shall be the last approved pricing.

15 Equipment Requirements

15.1 Specified Equipment

The Contractor shall provide the equipment specified in Section E, Attachment No. 1.

15.2 Required Equipment Installation & Location

The University and Contractor shall determine installation location of the required expense and risk to place, install and maintain all soft drink dispensing and holding equipment. Where necessary, electricity, water and waste drainage shall be brought to the equipment. All installation and alterations to the existing space and facilities shall have prior approval of the Campus Contract Administrator or area designee.

15.3 Beverage of Choice Spigot Required on each Beverage Fountain Machine

One spigot on each fountain machine will be reserved for the beverage of choice, not included in the exclusive section. This beverage will be the choice of the University. This option will be used at the discretion of the University.

15.4 Equipment Maintenance

The Contractor shall stock, maintain, service and repair all equipment. The 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. The Contractor will provide equipment inventories as out lined in Section E, Attachment No. 1.

15.5 New and Updated Equipment

The University requires the contractor to provide new and updated equipment that will meet all energy star requirements. New equipment shall be of most recent model and not manufactured prior to 2014. Updated equipment shall be 2014 or newer, and shall be shop rebuilt and refurbished prior to installation. For purpose of this contract, updated, rebuilt and refurbished equipment must be in like new condition prior to final acceptance by the University for locations on campus.

New and updated equipment shall be listed as certified by the Automatic Merchandising Industry Health Code. If the 2014 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 the University prior to final installation.

All Soda Fountains must have Ice Makers on Top. All Soda Fountain Equipment must be new at start of contract. Any replacement parts that are not new must be approved by University management.

15.6 Bulk CO2 System

The Contractor is to provide bulk CO2 system for use at most locations on dispensers noted in Section E, Attachment No. 2. Contractor is to provide and install all necessary equipment, tanks, lines and couplings. Contractor is to provide delivery to and maintenance of CO2 system. Location of bulk CO2 system is to be mutually agreeable between contractor and contract administrator.

15.7 Dispensing and CO2 Equipment Repair and Maintenance Service

The contractor shall provide dispensing and CO2 equipment maintenance and repair service 24 hours a day, 7 days a week. Equipment which cannot be returned to full service within 72 hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service.

15.8 Required Equipment Examination

At regular intervals during the Contract, the amount of required equipment shall be examined by the University of Wisconsin-Platteville Dining Campus operations managers and Contractor with the objective of providing the best possible service to eligible users.

15.9 Required Equipment Maintenance

All Equipment shall be maintained and maintenance 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 and ice making equipment.

15.10 Wisconsin Administrative Code and OSHA Standard Compliance

All material, equipment and supplies provided to the University must comply fully with all safety requirements set forth by the Wisconsin Administrative Code. The Contractor and its equipment & maintenance procedures must be compliant at all times with the 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.

15.11 New Equipment Technology

As “state of art” soft drink pouring 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.

15.12 Utility 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 uninterrupted 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.

15.13 Equipment Ownership

All Equipment owned by the Contractor shall remain with the Contractor. However, the University agrees to take such measures as may be reasonable 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.

15.14 Removal of Equipment Upon Termination

Upon termination or expiration of this Contract, Contractor shall vacate and return the premises to the University in the same condition 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 10 days written notice to the Contractor may be removed and treated as abandoned property. Contractor shall assume all costs of removal and disposal.

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

15.15 Loss of Property

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

16 Equipment and Facilities Maintenance, Replacement and Sanitation Requirements

16.1 Premises, Equipment, Supplies and Facilities Maintenance Requirement

The premises, equipment, supplies and facilities shall be maintained throughout the live of this contract in condition satisfactory to the University and in compliance with Chapters HSS196 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.

16.2 Program of Maintenance and Repair Requirement

The Contractor shall institute and maintain a program of preventative maintenance and regular replacement of worn, damaged, or malfunctioning equipment. This program shall be defined in detail by the supplier and submitted as part of this bid process for approval by the University. The University and the Contract will mutually agree on the preventative maintenance program implemented. The preventative maintenance program must define in detail specification of equipment and parts to be kept 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 be responsible for the purchase of non-beverage capital equipment and shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment and related facilities. Where it has been determined by the University that damages were due to the Contractor's negligence, the University shall at its option, request the contractor to make and/or pay for the necessary repairs and replacement, or repair or replace said non-vending capital equipment and related facilities and invoice the Contractor.

16.3 Twenty-Four (24) Hour Maintenance and Repair Requirement

The Contractor shall provide on call, as needed, equipment maintenance and repair service 24 hours a day, seven days a week so as to minimize equipment down time should malfunctions be reported. The Contractor shall respond to equipment service and repair call/reports within a minimum of three (3) hours between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and three (3) hour response time during weekends. Equipment which cannot be returned to full service within 24 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 to toll free number to call or accept long distance calls for required service.

16.4 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.

16.5 Insect and Pest Control

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

16.6 Losses of Equipment

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

17 Contract Administration

17.1 University of Wisconsin System Administration (UWSA) Contract Administrator

The Contract Administrator of the Contract for the University of Wisconsin System Administration (UWSA) will be the Procurement Specialist Senior assigned by (UWSA) as Manager of Auxiliary Services Contracts.

The Current Administrator is:

Paul D. Schlough, Procurement Specialist Senior
University of Wisconsin System Administration, Office of Procurement
780 Regent Street
Madison, WI 53715
Phone: (608) 265-0557
Email: pschlough@uwsa.edu

17.1.1 Contract Administrator on Behalf of University of Wisconsin System (UWSA)

The UWSA Contract Administrator is the Contract Administrator of this contract on behalf to the University of Wisconsin System and University of Wisconsin-Platteville.

17.1.2 Contractual Changes

All Contractual Changes are required to be collaboratively orchestrated by the UWSA Contract Administrator of this Contract.

17.2 University of Wisconsin-Platteville – Campus Contract Administrator:

The Campus Contract Administrator for the University of Wisconsin-Platteville is:

Vicki Strait-Munns, Financial Specialist Supervisor, Auxiliary Accounting
University of Wisconsin-Platteville
855 Greenwood Avenue
Markee Pioneer Student Center
Platteville, WI 53818-3099
Phone: (608) 342-6048
Email: straitv@uwplatt.edu

17.2.1 Authorization

The Campus Contract Administrator for the University is authorized to give the approvals required under this Contract on behalf of the University. This includes changes in costs of fountain product or canned or bottled beverages for the Dining Services or Athletic Departments.

17.2.2 Contract Administrator on Behalf of University of Wisconsin System

The Campus Contract Administrator administers the contract at the University on behalf of the University of Wisconsin System Administration Contract Administrator. All contractual changes are collaborated through the University of Wisconsin System Administration Contract Administrator by Campus Contract Administrator and Contractor.

17.3 Contract Administrator for the Contractor

The Contractor must assign a Contract Administrator to manage the Contract on behalf of their organization. The Contract must have their Contract Administrator named to the University by the start date of the contract. The Contractor must keep a named Contract Administrator in place for the life of the contract. The Contract Administrator for the Contractor is required to be authorized to give the approvals and negotiate changes required under this Contract on behalf of the Contractor.

Standard Terms And Conditions (Request For Bids / Proposals)

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.

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

A good faith dispute creates an exception to prompt payment.

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.

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

Standard Terms And Conditions (Request For Bids / Proposals)

terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

regarding this clause are available from the contracting state agency.

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

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

Standard Terms And Conditions (Request For Bids / Proposals)

contractor to comply with terms, conditions, and specifications of this contract.

Bidders are encouraged to bid products with recycled content which meet specifications.

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

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).

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible.

Section C Bidders Qualifications and Information

Bidder's Qualifications and Information Requirements:

The bidder shall furnish and include responses to each item in Section C, 1 through 8 as part of the Bid Submittal. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the Bid Submission.

1 Purpose of Invitation

It is the purpose of this invitation to bid to obtain as complete data as possible from each bidder to enable the University to determine which bidder is best able to serve all of the criteria which are to be considered in the award of the operation of Exclusive Soft Drink Pouring Rights for beverage product and equipment services. To this end, each bidder shall furnish as part of this bid a complete general description of experience in the field of Soft Drink Beverages and Equipment Services.

From the total information required, determination shall be made of the bidder's demonstrated financial, managerial and operational ability and resources to serve the University. Only bids from financially responsible organizations or individuals, as determined by the University, presently engaged in Soft Drink Beverage and Equipment Services shall be considered. Representatives from the University reserve the right to inspect the bidder's facilities and other operations under the contractor's management prior to award of this bid.

Bidders shall provide a written response to all required Bidder's information. Each response shall be numbered to coincide with the Bidder's information numbering and presented in the sequence listed. The Bidder's information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. Elaborate Marketing materials are not desired.

The qualification criteria the bidders must meet to be considered for an award are:

- ❖ The contractor must currently be in the Soft Drink Beverage and Equipment Service Business for a minimum of five (5) years.
- ❖ Reference checks from a minimum of three (3) clients currently under contract with your company must indicate high quality of service has been performed consistently.
- ❖ Financial capability of the contractor must be sufficient to support the specified service; provide initial inventories, equipment and labor and cash flow to guarantee performance.
- ❖ The contractor's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workloads.
- ❖ Management qualifications and staffing requirements for this contract are satisfactory.
- ❖ Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of bid.

2 Name and Address

Name and address of operating company and list of all the owners of the company or principles of the corporation.

3 Extent of Experience in Soft Drink Beverage Product, Equipment and Service

Explain your company's duration and extent of experience in the operation of Soft Drink Beverage Products and Services. Explain your experience in Exclusive Soft Drink Pouring Rights contractual services.

4 List Operations of Similar Complexity

A list of operations of similar complexity (may be a list of a number of accounts) where you are, or have within the last year, owned or provided the specified service. Give length of time at each account, name, address and phone number of contact person of each operations.

5 Provide Operating Statement or Annual Report

Please provide a complete operating statement or annual report as of your last fiscal year of operations. Certification this report by a Certified Public Accountant may be required.

6 Company Organization and Administrative Plan

Please provide a table of company organization and a plan for the administrative management and staffing proposed under the specifications of this contract.

7 Description of Services

Please provide a complete description of services your company will provide to the University.

8 Pertinent Contractor Information

Please provide any information your company considers pertinent for consideration by the University.

Section D Bid Submittal Form

1 Bid Form: Cash Rights Fee

CASH RIGHTS FEE

Fill in the information below and include with your response.

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

Annual cash rights fee (payable at contract signing and subsequent contract anniversaries)

\$_____

2 Bid Form: Product Price

	<u>Product</u>	<u>Brand Name</u>	<u>Pack</u>	<u>Indicate New Pack if Necessary</u>	<u>Estimated Annual Usage</u>		<u>Today's Unit Price</u>	<u>Today's Total Price</u>	<u>Unit Price</u>
1	Post-Mix Soda	Pepsi	5 Gal. BIB		713	BIB	\$25.00	\$17,825	
2	Post-Mix Soda	Pepsi	3 Gal. BIB		1,502	BIB	\$15.00	\$22,530.00	
3	Post-Mix Teas	Lipton	3 Gal. BIB		524	BIB	\$15.00	\$7,860.00	
4	Soda in 20 oz. Plastic Bottles	Pepsi	24/20 oz./Cs.		1325	Cs.	\$19.00	\$25,175	
5	Soda 1 Liter Plastic Bottles	Pepsi	15/Cs.		73	Cs.	\$18.00	\$1,314	
6	Canned Soda, 12 oz. 12 Pk.		2/12Pk./Cs.		2046	Cs.	\$8.10	\$16,572.60	
7	Bottled Water, 20 oz Bottle	Aquafina/ Klarbrunn	24/20 oz./Cs.	New Packaging No longer sell .5 liter bottles	458	Cs.	\$10.95	\$5,015.10	
8	Bottled Water, 1 liter Bottle	Aquafina	15/Cs.		25	Cs.	\$15.55	\$388.75	
9	Bottled Water, Flavored (i.e. Aquafina, Propel), 20 oz.	Propel	24/Cs. 24/Cs.		286	Cs.	\$21.60	\$6,177.60	
10	100% Fruit juices, 15.2 oz. Bottle	Dole	12/Cs.		428	Cs.	\$13.20	\$5,649.60	
11	Bottled Teas, (i.e. Lipton, Nestea), 16 oz. to 23 oz. Bottle	Pure Leaf/Lipton/ Nestea	12/Cs		291	Cs.	\$11.89	\$3,459.99	
12	Isotonic Beverages, (i.e. Gatorade, G2, Powerade) 20 oz. to 24 oz. Bottle	Gatorade – 20 oz Gatorade – 24 oz	24/Cs. 24/Cs.		442 98	Cs.	\$19.20 \$30.00	\$8,486.40 \$2,9404	
13	Isotonic Beverages, (i.e., Gatorade, G2, Powerade) 28 oz. Bottle	Gatorade	24/28oz./Cs .	28 oz not 32 oz	575	Cs.	\$21.36	\$12,282	
14	Bottled Coffee Based Beverage (i.e. Frappuccino, Caribou, Starbucks) 13.7 oz.	Frappuccino	12/Cs.		608	Cs	\$22.54	\$13,704.32	
15	New Age Beverage (i.e. Sobe, Propel, Glaceau, Fuze) 20 oz. Bottle		24/Cs.		159	Cs.	\$21.60	\$3,434.40	
16	New Age Beverage (i.e. Sobe, Propel,	Sobe	12/Cs.		467	Cs.	\$12.50	\$5,837.50	

	Glaceau, Fuze) 20 oz. Bottle								
17	Energy Drinks (i.e., Amp, Full Throttle, Rockstar, NOS) 16 oz. can	Rockstar	24/Cs.		156	Cs.	\$34.0	\$5,304.00	
18	Energy Drinks (i.e. Amp, Full Throttle, Rockstar, NOS) 16 oz. cans or bottles	Amp	12/Cs.		42	Cs.	\$18.29	\$768.18	
Grand Total:									

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

***Identify all available flavors.**

THE BELOW ADDENDA HAVE BEEN RECEIVED AND CONSIDERED IN PREPARATION OF THIS BID. PLEASE COMPLETE THE ACKNOWLEDGMENT BY SIGNING AND INSERTING THE DATE OF THE ADDENDA.

WE ACKNOWLEDGE: ADDENDUM #1 _____ DATE _____

ADDENDUM #2 _____ DATE _____

SIGNED _____

TITLE _____

FIRM _____

ADDRESS _____

CITY _____

STATE _____ ZIP _____

TELEPHONE _____

FAX _____

Email _____

Fein _____

Section E Attachments

1 Attachment 1: Contract Exclusivity Inclusions and Exclusions

1.1 Inclusions for the Exclusive Contract

Dining Services

“Dining Service Venues” shall mean the following Dining Service facilities and operations:

- Stations: All You Care to Eat Dining Facility – Located in Bridgeway Commons.
- The Pioneer Crossing: Retail Dining – Located the Markee Pioneer Student Center

Athletic Department

- All “Athletic Department Venues”: University-owned athletic facilities where athletic events are scheduled.
- On-Campus Athletic Events: All athletic related events on campus

Inclusions for this Exclusive Contract

- Campus Pouring rights and Canned/Bottled beverage sales in Units not specifically excluded.
- Campus Athletic Venue Exclusivity
- Excluded sales units may have competing product and point of purchase displays within their units. However, these products may be advertised or promoted at the University of Wisconsin-Platteville

1.2 Exclusions for the Contract

Locations Excluded from the contract are as follows:

- Greenwood Avenue Market
- Kristine’s Cafe
- Pioneer Perk
- Hickory and Main
- Pioneer Haus
- Jamba Juice
- Catered Events will be allowed to provide the beverage of choice to customers.

Products Excluded from the contract:

- Snack Vending
- Cold Beverage Vending
- Milk
- Tap Water
- Hot Chocolate

- Dispensed Hot and Iced Coffee & Teas
- Non-alcoholic “Beer” and “Wine” Beverages
- Alcoholic Beverages
- Dairy Drinks
- Dispensed 100% juices
- Dispensed Juice Blends and Drinks in Dispensers
- Draft Sodas (such as Sprecher)
- Naked Juice

Beverage of choice: One spigot on each fountain machine will be reserved for the beverage of choice, not included in the exclusive section. This beverage will be the choice of the University. This option will be used at the discretion of the University.

2 Attachment 2: Post Mix Equipment By Location

POST MIX EQUIPMENT REQUIRED BY LOCATION

Location: Pioneer Student Center

Equipment	Number of Equipment	Number of Faucets	Ice Maker Yes/No	Notes
Soda Dispensers	5	8	Yes	Ice Maker on Top of Dispenser Mandatory
Cooler 2 door	1			
BIB Racks	2			13 Box capacity

Location: Stations

Equipment	Number of Equipment	Number of Faucets	Ice Maker Yes/No	Notes
Soda Fountain	5	8	Yes	Ice Maker on Top of Dispenser Mandatory

Location: Pioneer Stadium

Equipment	Number of Equipment	Number of Faucets	Ice Maker Yes/No	Notes
Double Cooler				4 each
Single Cooler				1 each
Double Cooler				1 each small located at outside track

Location: Williams Field House

Equipment	Number of Faucets	Ice Maker Yes/No	Notes
Double Cooler			2 each
Single Cooler			2 each

Location: Ullsvik Hall

Equipment	Number of Equipment	Number of Faucets	Ice Maker Yes/No	Notes
BIB Rack	1			
Soda Gun	2	8 Button		

Location: GWAM

Equipment	Number of Equipment	Number of Faucets	Ice Maker Yes/No	Notes
Fountain Machine	1	8	Yes	Ice Maker on Top Dispenser Mandatory

Location: Kristine's Kafe (Rountree Commons)

Equipment	Number of Equipment	Number of Faucets	Ice Maker Yes/No	Notes
Fountain Machine	1	8	Yes	Ice Maker on Top of Dispenser Mandatory

*Additional Units will be required as new locations are added on Campus.

Equipment Types: Soda Fountains, single and/or double cooler

3 Attachment No. 3 - 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

4 Attachment No. 4 – 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:** _____

RETURN THIS PAGE WITH PROPOSAL

5 Attachment No. 5 – 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: _____

RETURN THIS PAGE WITH PROPOSAL

6 Attachment No. 6 – 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: _____

7 Attachment No. 7 - Bidder Information

Bidder Information

Contractor: _____

Ordering/Expediting: _____

Invoice Information: _____

Contract Renewal/Cancellation: _____

Contract Problems: _____

Returns: _____

Phone No.: _____

Fax No.: _____

RETURN THIS PAGE WITH PROPOSAL

8 Attachment No. 8 – Designation of Confidential and Proprietary Information DOA 3027**DESIGNATION OF CONFIDENTIAL AND PROPIETARY 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

RETURN THIS PAGE WITH PROPOSAL

9 Attachment No. 9 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:	

PS-19-2460
Bid Submittal Checklist

Required Bid Submittal Forms:

- ☐ Section D Bid Submittal Form: Cash Rights
- ☐ Section D Bid Submittal Form: Product Price
- ☐ Section D Bid Submittal Addendum Form

Required Documentation:

- ☐ Written Response to Section C: Bidders Qualifications and Information (Items 1-8)
- ☐ Attachment No. 3: Vendor Information – DOA-3477
- ☐ Attachment No. 4: Vendor Client Reference – DOA-3478
- ☐ Attachment No. 5: Bank Reference
- ☐ Attachment No. 6: Terms and Conditions
- ☐ Attachment No. 7: Bidder Information
- ☐ Attachment No. 8: Designation of Confidential and Proprietary Information – DOA-3027
- ☐ Attachment No. 9: Affidavit

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