

**UNIVERSITY OF WISCONSIN SYSTEM**



**REQUEST FOR PROPOSAL (RFP) PS-18-2309**

For

**PRIME VENDOR FOR GROCERIES, MEAT, CHEESE AND OTHER  
FOOD, BEVERAGE AND RELATED SUPPLY PRODUCTS**

Issued By

**University of Wisconsin System Administration**

Participating Campuses: UW-Milwaukee, UW-Platteville, UW-Stout and UW-Stevens Point

**DATE OF ISSUE: November 15, 2017**

**PROPOSAL DUE DATE: January 18, 2018 2:00 PM (CST)**

**There will be No Public Opening**

Proposer Meeting:

December 5, 2017 at 10:00 pm CST

Stevens Point

Parking permits available at University Police & Parking Services

Revision: 11-8-2017

State of Wisconsin  
DOA-3261 (R08/2003)  
s.16.75, Wis. Statutes

**PROPOSALS MUST BE SEALED AND ADDRESSED TO:**



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

**AGENCY ADDRESS:**

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

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

PROPOSER (Name and Address)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal #**PS-18-2309**. Late proposals will be rejected. Proposals **MUST** be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

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

**January 18, 2018 2PM CST**

Public Opening ☐  
No Public Opening ☒

Name (Contact for further information)

Paul D. Schlough

Phone

608-265-0557

Date

November 15, 2017

Quote Price and Delivery FOB

N/A

Description

**REQUEST FOR PROPOSAL (RFP):**

Prime Vendor For Groceries, Meat, Cheese and Other Food, Beverage and Related Supply Products  
University of Wisconsin System Administration  
Campuses: UW-Milwaukee, UW-Platteville, UW-Stout, and UW-Stevens Point

**Payment Terms:**

**Delivery Time:**

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

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

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

☐ Yes ☐ No ☐ Unknown

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

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

Name of Authorized Company Representative (Type or Print)

Title

Phone ( )

Fax ( )

Signature of Above

Date

Federal Employer Identification No.

Social Security No. if Sole

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

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## Section A Proposal Response Requirements

### 1 General Information

#### 1.1 Introduction and Background

The University of Wisconsin System Administration is issuing this solicitation on behalf of certain UW Campuses. The University of Wisconsin System Administration intends to use the results of this solicitation to award a contract to a prime vendor for each campus.

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to become a prime vendor responsible for providing groceries, meat, cheese and other food, beverage and related supply products to UW Campuses. Objectives to be achieved with a prime vendor contractual relationship are:

1. Obtain the best cost on products;
2. Utilize a state of the art vendor electronic order system; web based electronic vendor ordering and invoicing systems.
3. Maximize operational efficiencies in ordering, delivery and receiving;
4. Maximize administrative efficiencies in searching and assessing products, accounts payable and records management;
5. Maximize fill rate and minimize substitutions;
6. Work with supplier that has sustainable business practices.

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

UW Campuses have individual profiles, contained in RFP Appendices # 10-13, detailing specific needs. Proposers are invited to respond to any or all UW Campuses included in this Request for Proposal.

#### 1.2 Scope

The University of Wisconsin System Administration is soliciting written proposals from Proposers who wish to obtain Prime Vendor rights and certain related opportunities for one or more of the UW Campuses for the contract period specified herein.

For this RFP, the four (4) UW Campuses are separate and have individual profiles. This allows proposers to respond to any or all participating UW Campuses as follows:

UW-Milwaukee, Milwaukee, WI

UW-Platteville, Platteville, WI

UW-Stout, Menomonie, WI

UW-Stevens Point, Stevens Point, WI

In general, and in addition to other needs specified herein, Proposer is requested to submit a proposal as described in Section A., Article 2.0 therein.

University of Wisconsin System Administration shall only consider proposals from financially responsible firms presently engaged in the business of directly distributing or selling groceries, meat, cheese and other food, beverage and related supply products, as listed herein, available on a regional or state-wide basis and providing support services in conjunction therewith.

The information submitted by each Proposer shall determine which proposal will best serve each UW Campus. Successful proposer must agree to honor all responses and offers made as part of their proposal or the contract award.

It should be noted that under Wis. Stat. 16.752 we are currently required to purchase some items, such as seasonings and spices, through mandatory statewide contracts and intend to do so whenever possible with contracts in effect at the time of this solicitation.

The estimated purchasing volume is listed by UW Campus in appendices. Upon termination or expiration of this Contract, the UW campuses shall not be obligated to purchase any items the contractor may have secured to service this Contract.

### 1.3 Procuring and Contracting Agency

The University of Wisconsin System Administration issues this Request for Proposal (RFP), and is the sole point of contact for the UW Campuses during the solicitation process. All solicitation related documents for this RFP will be posted on VendorNet (see Section 1.9 below). The person responsible for managing the procurement process is:

Paul D. Schlough, Procurement Specialist-Senior  
University of Wisconsin System Administration  
780 Regent Street, Suite 105  
Madison, WI 53715  
Phone: 608-265-0557  
Email: [pschlough@uwsa.edu](mailto:pschlough@uwsa.edu)

Each UW Campus will administer the contract resulting from this RFP. The contract administrator is listed in each UW Campus profile.

### 1.4 Definitions

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

Contract means the written agreement that will be entered into by each UW Campus and the successful Proposer and will be based on Section B, PROPOSED CONTRACT FOR PRIME VENDOR FOR GROCERIES, MEAT, CHEESE AND OTHER FOOD, BEVERAGE, AND RELATED SUPPLY PRODUCTS.

Cost means the manufacturer's selling price to the proposer, plus the freight cost to your distribution center, if this price is FOB Manufacturer shipping point. Manufacturer allowances, rebates, special purchase, etc., are not used

to determine the cost for the Market Basket cost proposal. However, these will be applied by the successful vendor on post award costs.

Evaluation Committee means the individuals selected to evaluate all parts of the RFP related proposals. Committee members include at least one member advising the committee who is trained in the RFP process. No person will serve on the evaluation committee where the action of that committee might benefit that person, or a member of that person's immediate family as defined in S. 19.42(7), Wis. Stats. The University of Wisconsin System Administration will select the committee members.

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

Groceries, Meat, cheese and other food, beverage and related supply products includes but is not limited to canned, frozen and dry grocery, fresh and frozen meat, cheese, hot/cold beverages, dairy as detailed in appendix for each campus.

Market Basket means the items selected in UW Campus appendices which are a representation of the items that will actually be procured by each UW Campus. These market basket items will be included in the cost proposal evaluation and points assigned to each UW Campus cost proposal.

Group Purchasing Organization (GPO) means an entity that is created to leverage the purchasing power of a group of businesses to obtain discounts from vendors based on the collective buying power of the GPO members.

Prime Vendor(s)/Contractor is(are) the vendor(s) that this contract is awarded to with the intent of purchasing groceries, meat, cheeses and other food, beverage and related supply items from. This RFP may be responded to and awarded by individual UW Campus.

Proposal means the package on which the Proposers will respond and is more fully described in Section A., Article 2.0 and Article 3.0.

Proposer means the broad line distribution company listed in Appendix 3 of submittal in response to this RFP.

RFP means the Request for Proposal requested herein.

Secondary Vendors are the vendors that the UW Campuses will purchase food, beverage and related supply products covered by this Contract and outlined in appendices when the Prime Vendor does not stock or have required products readily available.

Service means any services described herein.

Sustainability means the ability to meet current needs without hindering the ability to meet the needs of future generations in terms of economic, environmental and social challenges.

VendorNet is Wisconsin's electronic purchasing information system. VendorNet was created to provide easy access to a wide variety of information of interest to vendors who wish to provide goods and services to the state of Wisconsin.

C.O.B.: Means close of business

### 1.5 Clarification And/Or Revisions to the Specifications/Requirements

Any questions concerning this RFP must be submitted via email on or before December 12, 2017 to Paul D. Schlough (see contact information in 1.3 above).

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

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

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

If a Proposer fails to notify the University of Wisconsin System Administration prior to the proposal due date of a known error in the RFP, an error that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Any contact with University of Wisconsin System Administration employees concerning this RFP is prohibited, except as authorized by Paul D. Schlough, Procurement Specialist - Senior, during the period from date of release of the RFP until the notice of intent to contract is released.

### 1.6 UW Campus Profiles

For purposes of this RFP, the four (4) UW Campuses are all separate entities. Thus, there are four (4) separate profiles in appendices to which proposers can respond. Proposers can respond to one, any or all of the UW Campuses. Proposals for each UW Campus will be independently evaluated, scored and awarded. If submitting proposals for more than one UW Campus, complete the applicable Market Basket requirements for each campus. For those submitting proposals for more than one campus, the percentage (%) mark-up can be different for each campus. When responding to one or more than one UW Campus, proposers should include only one response to appendices # 1-12. Proposers should then include completed appendices for each applicable UW Campus.

### 1.7 Market Basket Fixed Price Period

All proposals submitted in response to this RFP for groceries, meat, cheese and other food, beverage and related supply products as detailed in attachment/appendix for each campus shall remain fixed and valid during the entire evaluation and award period.

### 1.8 Contract Term

Contract term shall be for a one (1) year period beginning on, or about July 1, 2018 with six (6) possible automatic one (1) year renewals. This Contract shall automatically be extended into the next optional period unless either party notifies the other, in writing, one hundred and eighty (180) calendar days prior to the expiration of the initial or succeeding Contract terms.

The University of Wisconsin System Administration reserves the right to discontinue this Contract, in whole or in part, without penalty at any time due to non-appropriation of funds or failure of the contractor to comply with the terms, conditions and specification of this contract.

### 1.9 Fixed Offer Period

All Proposals submitted to obtain Prime Vendor Services shall remain fixed and valid for acceptance for a one hundred eighty (180) day period starting on the proposal due date, **January 18, 2018**.

### 1.10 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

### 1.11 Timetable

EVENT	DATE
Release RFP to Vendors	<u>November 15, 2017</u>
Proposer Meeting	<u>December 5, 2017 10:00 am CDT</u>
Site Survey by Appointment	<u>December 5, 2017 through December 12, 2017</u>
Vendor written Specification & Requirement Questions to System by C.O.B.	<u>December 12, 2017</u>
Answer to Vendor Questions (Estimated):	<u>December 20, 2017</u>
Proposals Due @ 2pm CST UWSA Office of Procurement	<u>January 18, 2018</u>
Evaluation Team Proposal Evaluation Process (Estimated)	<u>January 29, 2018 through February 28, 2018</u>
Notification and approval by Campus Leadership	<u>March 5, 2018 through March 12, 2018</u>
Notification of Intent to Award Contract (Estimated)	<u>March 13, 2018</u>
Appeals Process Time frame (Estimated)	<u>March 13, 2018 – March 20, 2018</u>
Performance Bond, Certificate of Insurance & Contract Signature Complete	<u>March 5, 2018 – March 20, 2018</u>
Contract Award	<u>April 2, 2018</u>
Transition	<u>April 2, 2018 – June 30, 2018</u>

Start of Contract (Estimated)

July 1, 2018

## 1.12 Wisconsin Sales and Use Tax Registration

No award can be made to a vendor who is not in compliance with Sec. 77.66 of the Wisconsin State Statutes ([vendornet.state.wi.us/vendornet/wocc/certtax.asp](http://vendornet.state.wi.us/vendornet/wocc/certtax.asp)) relating to sales and use tax certification.

If you have not established a certification for Collection of Sale and Use Tax status with the Wisconsin Department of Revenue, the University and any other state agency can not issue any purchase orders to your firm. For additional information see <http://www.dor.state.wi.us/html/vendlaw.html>

## 2 Preparing and Submitting a Proposal

### 2.1 General Instructions

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

Proposers are to describe in detail their proposal to meet each requirement. Written responses shall be numbered, in the stated order Section A Number 4 (Items 4.1 through 4.12), Section A Number 5 (Items 5.1 through 5.9), and Section A Number 6 (Items 6.1-6.3), including Section D Appendices #1 through appendices #12, and Section E Attachments #1 through #6.

### 2.2 Incurring Costs

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

### 2.3 Organization of this Solicitation Document

Section A	Proposal Response Requirements
Section B	Contract Terms: Proposed Contract for Prime Vendor for groceries, meat, cheese and other food, beverage and related supply products.
Section C	Cost Proposal – Market Basket Pricing
Section D	Appendices
Section E	Campus Profiles and Cost Proposal Form Attachments

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

**NOTE: Failure by a vendor to respond to all items in this section may be deemed as sufficient reason to reject a proposal. Please format your response to correspond with the order of the items listed below:**

- **The RFP Sections Requiring Completion Or Written Responses Are:**
  - Cover Page
  - Introduction to Proposal
  - History of company
  - Executed Contract Signature Page, Section D, Appendix 1
  - Responses to **Section 4.0 Requirements**. (Section A)(0-90 Points)
- **For Each Requirement: Clearly state agreement or disagreement to each mandatory requirement. Complete any related form. Describe method of meeting requirement.**
  - 4.1 & Section D, Appendix # 2
  - 4.2 & Section D, Appendix # 3
  - 4.3 & Section D, Appendix # 4
  - 4.4 Value Added Innovations or Programs
  - 4.5 Sampling
  - 4.6 Non-Delivery Penalty
  - 4.7 Emergency Product Substitutions & Out of Stock Items
  - 4.8 Manufacturer Discontinued Products
  - 4.9 (4.9.1 through 4.9.4) Qualified Products
  - 4.10 (4.10.1 through 4.10.4) Packaging and Product Identification
  - 4.11 Delivery Conditions
  - 4.12 (4.12.1 through 4.12.4) Sustainability
- **Response to Section 5.0 Desired and Value Added Items (Section A) (0-275 Points) Provide detailed response to each of the Desired and Value Added Items:**
  - 5.1(5.1.1 through 5.1.4) Buying Practices and Policies
  - 5.2 (5.2.1 through 5.2.3) Product Availability
  - 5.3 Company Branded Concepts
  - 5.4 Nutritional Information
  - 5.5 (5.5.1 through 5.5.3) Account Representation and Sales
  - 5.6 (5.6.1 through 5.6.2) Training Programs
  - 5.7 (5.7.1 through 5.7.6) Deliver and Receiving
  - 5.8 (5.8.1 through 5.8.3) Ordering
  - 5.9 Invoice/Payment
- **Response to Section 6.0 Hot and Cold Beverage Dispensing Equipment (Section A) (0-35 Points) Provide detailed response to each item.**
  - 6.1 Equipment Requirements
  - 6.2 Equipment maintenance, Replacement & Sanitation
  - 6.3 Removal of Equipment Upon Contract Termination
- **Executed Contract Signature Page – Section D, Appendix #1**
- **Agreement to RFP Terms and Conditions – Section D, Appendix 2**
- **Vendor Contract Information, Complete Section D, Appendix #5**
- **Designation Confidential and Proprietary Information, (described in Section A, Article 2.1.5) Complete Section D, Appendix #6**
- **Affidavit – Section D Appendix #7**
- **Bank References – Section D Appendix #8**

- **State of Wisconsin Terms and Conditions – Section D Appendix 9 – Complete Section D Appendix 2**
- **Secondary Vendor, Complete Section D, Appendix #10**
- **Weekly Price Change Timetable, (described in Section A, Article 8.1.2) Complete Section D, Appendix #11**
- **RFP Response Check List, Complete Section D, Appendix #12**
- **Response to Profile and Market Basket – Section E Campus Profiles and Cost Proposal Form**

**Attachments**

- **Profile for each UW Campus. For each mandatory requirement, clearly state agreement or disagreement to each requirement and describe method of meeting other requirements.**
- Section E, Attachment #1 - #4 (0-100 Points)
- For Market Basket for each UW Campus, Complete Section E, Attachment 5 excel Market Basket Cost Proposal spreadsheets (0-500 Points)
- **Note: Section E, Attachment #5 Cost Proposal - Market Basket Bid Sheet must be submitted in a separate envelope.** No mention of the cost proposal or its contents may be made in the response to the technical requirement of this RFP.

## 2.4 Requirements and Deadline for Submitting Proposal

Proposers must submit:

**Nine (9) hard copies of the completed proposals and one (1) original copy for a total of ten (10) hard copies of all materials required for the proposal by January 18, 2018, 2:00 P.M CST.**

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

Proposals must be delivered to:

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

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

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

- Proposer's name and address
- Request for proposal title (RFP for Prime Vendor Services for the University of Wisconsin-Milwaukee, University of Wisconsin-Platteville, University of Wisconsin-Stout, and University of Wisconsin-Stevens Point.)
- Request for proposal number (PS-18-2309)
- Proposal due date January 18, 2018 2:00 PM CST



An original plus 1 copy of the **Cost Proposal** must be sealed and submitted **as a separate part of the proposal**. The outside of the envelope must be clearly labeled with the words "Cost Proposal, RFP (Name of RFP)" and name of the vendor and due date. The cost proposal is due to the addressee on the due date and time noted above. **One (1) copy of the cost proposal must also be submitted electronically on a USB Flash Drive within the sealed envelope.**

## 2.5 Multiple Proposals

Multiple proposals from a single proposer or in combination with a GPO will not be permitted. No award(s) will be made to a GPO.

## 2.6 Confidentiality

Confidentiality of proposals shall be maintained until after contract negotiations are completed and the award has been made.

## 2.7 Clarification

The University of Wisconsin System Administration reserves the right to request clarification or additional information.

## 2.8 Conflict of Interest

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

## 2.9 Optional Vendor Proposer Meeting

An optional Vendor Proposer Meeting will be held on Tuesday, December 5, 2017 from 10:00-11:30 A.M. at University of Wisconsin – Stevens Point, Dreyfus University Center (DUC), Room 374, 1015 Reserve Street, Stevens Point, WI, 54481.

During the vendor conference, University of Wisconsin System Administration and UW Campuses will respond to questions, and provide any needed additional instruction to vendors on the submission of proposals. All vendors who intend to respond to this RFP are highly encouraged to attend the optional vendor conference. Failure to attend this optional vendor conference shall in no way relieve the contractor from the obligations that may be required to carry out the intent of contract.

Please confirm your attendance for the Vendor Conference and obtain additional directions:

Nora Stanczyk, UW-Stevens Point  
Phone: 715-346-2460  
Email: [Nora.Stanczyk@uwsp.edu](mailto:Nora.Stanczyk@uwsp.edu)

## 2.10 Optional Site Visit of Delivery Locations

Failure to inspect UW Campus facilities, delivery locations, loading docks, etc., shall in no way relieve the contractor from the obligations that may be required to respond to, and carry out the intent of contract. Site Visits May be scheduled by appointment only between 8 a.m. CST and 4 p.m. CST starting December 5, 2017 through December 12, 2017 schedule an optional site visit for any of the four UW Campuses included in this RFP. If you plan to visit any campus, contact information for each campus is noted below.

Appointments may be scheduled with the following Optional site visit locations and contacts:

- UW-Milwaukee                      Scott Hoffland (email: [scotth@uwm.edu](mailto:scotth@uwm.edu) and phone: 414-229-4146)
- UW-Platteville                      Mike Ernst (email: [ernstm@uwplatt.edu](mailto:ernstm@uwplatt.edu) and phone: 608-342-1341)
- UW-Stout                              Jim Selz (email: [SelzJ@uwstout.edu](mailto:SelzJ@uwstout.edu) and phone: 715-232-1178)
- UW-Stevens Point                      Nora Stanczyk (email: [Nora.Stanczyk@uwsp.edu](mailto:Nora.Stanczyk@uwsp.edu) and phone: 715-346-2460)

## 2.11 Reasonable Accommodations

The University of Wisconsin System Administration 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 the vendor conference or site visit, contact Paul D. Schlough (see contact information in 1.3 above).

## 2.12 Oral Interviews

Top scoring vendors, based on an evaluation of the written proposal, may be required to participate in oral interviews to support and clarify their proposals, if requested by the University of Wisconsin System Administration. The University of Wisconsin System Administration will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer.

## 2.13 Negotiations

The University of Wisconsin System Administration reserves the right to negotiate terms and conditions, and all details of this RFP, with the top proposer(s). The University of Wisconsin System Administration reserves the right to negotiate modifications to the proposal with a single vendor without obligation to negotiate similar modifications with other vendors. The University of Wisconsin System Administration must request modifications. Unsolicited modifications, without prior request by the University of Wisconsin System Administration, will not be accepted.

## 2.14 Vendor Site Visit

Top scoring vendors, based on an evaluation of the written proposal, may be required to facilitate a vendor site visit to support and clarify their proposals, if requested by the University of Wisconsin System Administration.

If the University of Wisconsin System Administration deems it necessary to visit a vendor location, vendor shall pay all travel expenses associated with visit for individuals of the evaluation team.

## 2.15 Proprietary Information

Any restrictions on the data contained within a proposal submitted must be clearly stated on the Proprietary Form, Section D, Appendix #6. Proprietary information submitted will be handled in accordance with applicable State of Wisconsin law. It is the Proposer's responsibility to defend the determination in the event of an appeal or litigation. Data, documentation and innovations contained in the proposal become the property of the University of Wisconsin System Administration. Excessive designation of information as proprietary may result in disqualification of your proposal

## 2.16 Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal closing date and time. To withdraw proposal, a written request must be signed by an authorized representative of the proposer and submitted to Paul D. Schlough, Procurement Specialist – Senior (see contact information in 1.3 above).

If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

## 2.17 Certification of Independent Offer Determination

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

### 2.17.1 *Independent Offer*

Independent Offer. The proposal has been arrived at independently, without consultation communication or contact with any competitor for the purpose of restricting competition, and;

### 2.17.2 *Offer Disclosure*

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

### 2.17.3 *Restriction of Competition*

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

## 2.18 Proposal Signatory Authority

Each Person signing this proposal certifies that:

(Note: \*State of Wisconsin, DOA –3681 included in this RFP)

### 2.18.1 *Offer Responsibility*

Offer Responsibility. S/he is the person responsible for the decision to the offer and has not nor will not participate in any action contrary to 2.1 through 2.3 of State of Wisconsin Procurement Standard Terms & Conditions\*; or

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### **2.18.2 Agent Authorization**

Agent Authorization. S/he is not the person responsible for the decision to the offer, but has been authorized in writing to act as agent to quote for the persons responsible for such decisions; has the authority to certify that such persons have not and will not participate in any action contrary to 6.0 of State of Wisconsin Procurement Standard Terms & Conditions\*, and as their agent certifies this; and has not participated nor will not participate in any action contrary to 2.1 through 2.3, of State of Wisconsin Procurement Standard Terms & Conditions\*.

## **3 Proposal Selection, Evaluation and Award Process**

### **3.1 Preliminary Evaluation**

The proposals will be reviewed initially to determine if mandatory response requirements are met. Failure to complete mandatory response requirements may result in rejection of the proposal.

In the event that all vendors do not meet one of more of the mandatory requirements in appendices the University of Wisconsin System Administration reserves the right to continue the evaluation of the proposals and to select the proposal that most closely meets the requirements specified in this RFP.

The University of Wisconsin System Administration shall only consider proposals from financially responsible firms presently engaged in the business of distributing or selling items specified in this RFP.

### **3.2 Proposal Scoring**

Evaluation and selection of a proposal will be based on the total points awarded to Program Requirements of Sections 4, 5 and 6, Campus Profile Requirements, and Market Basket Cost Proposal.

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#### **3.2.1 Committee Scoring**

Accepted proposals will be reviewed and scored by the evaluation committee. A proposer may not contact any member of an evaluation committee except at the University of Wisconsin System Administration's direction. The committee may review references, request interviews, and/or conduct on-site visits and use the results in scoring the proposals.

Oral interviews may be required after the written proposals are reviewed. Failure to attend an oral interview may result in rejections of the proposal.

Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

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#### **3.2.2 Cost Proposal Scoring**

The cost proposal points will be calculated with the maximum points awarded to the proposal with the total lowest net cost on Market Basket items. Other proposals will be assigned points that correlate to those assigned to the lowest cost proposal (i.e., if second lowest net cost proposer is 6% higher than the lowest proposer, that proposer will get 94% of the total point, or 470 points).

### 3.3 Evaluation Criteria

An outline of evaluation criteria for Program Requirements, Campus Profile Requirements, and Market Basket Cost is found below in the Point Matrix. Program and Campus Profile Requirements will be scored by the committee and these scores combined with the cost proposal score for each UW Campus. (See Point Matrix below).

Scoring Matrix	Min/Max Score	Total
<b><u>Section 4</u></b>		<b>90</b>
4.1 Terms & Conditions (Required)	pass/fail	
4.2 Vendor Information	No Points	
4.3 Vendor References	No Points	
4.4 Value Added Innovations or Programs	0-10	
4.5 Sampling	0-10	
4.6 Non Deliver Penalty	0-10	
4.7 Emergency Product Substitutions & Out of Stock	0-10	
4.8 Manufacturer Discontinued Products	0-10	
4.9 Qualified Products	0-10	
4.10 Packaging and Product Identification	0-10	
4.11 Deliver Conditions	0-10	
4.12 Sustainability	0-10	
<b><u>Section 5</u></b>		<b>275</b>
Desired and Value Added Items		
5.1 Buying Practices and Policies	0-35	
5.2 Product Availability	0-45	
5.3 Company Branded Concepts	0-20	
5.4 Nutritional Information	0-35	
5.5 Account Representation and Sales	0-20	
5.6 Training Programs	0-20	
5.7 Delivery and Receiving	0-45	
5.8 Ordering	0-30	
5.9 Invoice/Payment	0-25	
<b><u>Section 6</u></b>		<b>35</b>
6.1 Equipment Requirements	0-15	
6.2 Equipment Maintenance, Replacement & Sanitation	0-15	
6.3 removal of Equipment Upon Contract Termination	0-5	
<b>Program Proposal Total:</b>		<b><u>400</u></b>
<b><u>Campus Profile Total:</u></b>		<b><u>100</u></b>
<b><u>Cost Proposal-Market Basket</u></b>		<b><u>500</u></b>
<b>Maximum Total Points</b>		<b>1,000</b>

### 3.4 Right to Reject Proposals and Negotiate Contract Terms

The University of Wisconsin System Administration reserves the right to accept or reject any part of any proposal, or to request modification or clarification of any part of a proposal, and to accept or reject any or all proposals without penalty. The University of Wisconsin System Administration may negotiate the terms of the contract, including the cost proposal, with the selected proposer(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer(s), the University of Wisconsin System Administration may negotiate a contract with the next highest scoring proposer(s).

The University of Wisconsin System Administration will compile the final scores for each proposal. The award will be issued in one of two ways. The award may be issued to the highest scoring, responsive, and responsible proposer, by campus or any combination of campuses.

Alternatively, the highest scoring proposals or proposers may be requested to submit final and best offer(s) by UW Campus. If final and best offers are requested by the University of Wisconsin System Administration and submitted by the vendor(s), they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be issued to the highest scoring proposer(s), by campus or any combination of campuses.

However, proposers should not expect that the University of Wisconsin System Administration will request a final and best offer.

### 3.5 Notification of Intent to Award

All vendors who respond to this RFP will be notified, in writing, of the University of Wisconsin System Administration's intent to award the contract(s) as a result of this RFP by Paul D. Schlough, Procurement Specialist – Senior.

### 3.6 Appeals 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.

Any appeal of the University's award must be made no later than five (5) working days after System Office of Procurement issues the intent to award notice. Written notice of appeal must be filed with the President of the University System in care of:

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

A complete written appeal must be received in the office of the University of Wisconsin System Administration Director of Procurement no later than five (5) working days after the intent to award notice is issued.

The written protest must be received within five (5) working days after the notice of intent to award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

### 3.7 Executed Contract To Constitute Entire Agreement

In the event of contract award, the contents of this RFP (including all appendices), RFP addenda and revisions, the proposal(s) of the successful proposer(s), and additional terms agreed to, in writing, by the University of Wisconsin System Administration and the contractor(s) shall become part of the contract. Failure of the successful proposer to accept any negotiated item as a contractual agreement may result in a cancellation of award. See Section B, Article 23.

The hierarchy of documents in descending order for resolution is as follows:

University of Wisconsin System Administration Request for Proposal PS-18-2309  
 Vendor's Proposal Due January 18, 2018  
 All written communications  
 Standard Terms and Conditions  
 Best and Final Offer(s)  
 Signed Contract  
 Official Purchase Orders

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

## Technical Scoring Begins Here:

### 4 Requirements (Pass/Fail Items 4.1 to 4.3) (90 Points Items 4.4 to 4.12)

**Proposers are required to provide narrative where requested in response to Section 4.0. As response is required, failure on the part of proposers to provide written response to all items contained in this section will result in rejection of the proposal.**

The Proposer's response to this section must clearly demonstrate the capacity to handle the requirements stated in this RFP in addition to the Proposer's current workload. This section states the requirements of the successful proposer(s). Refer to profiles in appendices # 10 - 13 for specific mandatory requirements of each UW Campus.

**Required Information (0 points – pass/fail) Starts Here**

#### 4.1 Terms & Conditions

**This is required information. Failure of proposer to agree to comply with this section will result in rejection of proposal.**

Terms & Conditions. Describe your firm's willingness to agree to the terms and conditions specified in Section B, PROPOSED CONTRACT FOR PRIME VENDOR FOR GROCERIES, MEAT, CHEESE AND OTHER FOOD OR BEVERAGE PRODUCTS and all appendices. **Complete and return Section D, Appendix # 2.**

**General Requirements Start Here: The University of Wisconsin System Administration reserves the right to request supplementary information deemed pertinent to assure proposer's competence, business organization, and financial resources are adequate to successfully perform services. Provide the following**

## 4.2 Vendor Information

**Vendor Information.** Name and address of your operating firm, names of owners or principals of your firm. If a corporation, provide date of incorporation and President's name. If other than corporation or partnership, describes organization and name of principals. If individual or partnership, provide date of organization and name and address of all partners (state whether general or limited partnership). **Complete and return Section D, Appendix # 3.**

## 4.3 Vendor Reference

Provide name, address and phone number of contact person from at least three locations where you provide similar products and services to facilities of similar size to the UW Campuses included in this RFP. **Complete and return Section D, Appendix # 4.** The University of Wisconsin System Administration will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project.

UWSA reserves the right to contact references for clarification subsequent to receipt of the completed questionnaire. The results of the references will be provided to the evaluation committee and used in scoring the proposal.

## 4.4 Value Added Innovations or Programs

Proposer may include innovations or programs other than those previously presented in this RFP. Ideas that may change the way the University does business enhance the quality of food or increase the efficiency for the University will be given consideration.

**Be specific and reference actual experience with these value added innovations or programs.**

## 4.5 Sampling

**The Proposer shall provide samples to UW Campuses,** free of charge, so Managers can ascertain the most acceptable/appropriate products to meet its needs. Sampling will be required during the life of the contract. The Proposer will be available to assist in sampling when needed. UW Campuses will be the sole judge of acceptable products.

**Indicate agreement and describe product sampling program.**

## 4.6 Non Delivery Penalty

The contractor shall notify the UW Campuses at time of order entry as to any ordered item being out of stock or shorted.

Balance of incomplete deliveries may be canceled. Shorted items that cannot be supplied by the contractor by date required may be purchased elsewhere by the UW Campuses. The contractor shall be liable for the difference in unit price between the contract price and the price of such emergency purchases.

To liquidate the effect of such charges, the contractor agrees that such charges may be deducted from invoices payable to the contractor. Any amount outstanding over and above the amounts deductible from invoices will be promptly tendered by check by the contractor to the UW Campuses.

**Indicate agreement and describe how you will fulfill this requirement.**



#### 4.7 Emergency Product Substitutions and Out of Stock Items

Product substitutions may be made upon mutual agreement of contractor and UW Campuses prior to shipment. Such substitutions shall be made only by furnishing an equal or better quality and/or grade product than originally specified, at no additional cost to the UW Campuses. The UW Campuses will be the sole judge of acceptable substitutes.

The contractor shall notify the UW Campuses at time of order entry as to any ordered item indicated as out of stock or shorted. Substitute equivalent products shall be offered the UW Campuses by the contractor when out of stock product situation occurs. Failure to provide substitute equivalent products for "out of stock" products shall subject the contractor to the non-delivery penalty.

Invoices to denote all items and quantities as ordered. Any shorted items to be noted as "out of stock" or "T.O.".

Note: The UW campuses reserve the right to purchase any, and all, products from other vendors when the Prime Vendor does not stock or have the required products readily available. This does not include items that qualify for Emergency Product Substitutions and Out of Stock Items.

**Indicate agreement and describe how you will fulfill these requirements.**

#### 4.8 Manufacturer Discontinued Products

The contractor shall promptly notify the UW Campuses when a manufacturer discontinues an item(s). The UW Campuses will then work with the contractor to source an acceptable product to replace the discontinued item(s).

**Indicate agreement and describe how you will fulfill these requirements.**

#### 4.9 Qualified Products

Market Basket acceptable items, as qualified in this RFP, are listed next to items on the Cost Proposal list for each UW Campus. Proposers should provide prices only on these acceptable items. Alternative items are not acceptable. The UW Campuses will be the sole judge of equivalence and acceptability. In the rare case should the proposer determine to present an alternative item, it is required that a Data sheet/Cut Sheet be provided in order for the university to determine acceptability of the product. A proposer may not submit greater than 5% Alternative items.) **Describe how you will fulfill these requirements.**

##### 4.9.1 *Beef, Pork, Veal and Lamb*

All products furnished shall meet the Institutional Meat Purchase Specifications (IMPS)/ (Meat Buyers Guide NAMP/MBG), where noted, and minimal Federal grading specifications, as applicable. All products furnished shall originate in either US Department of Agriculture or State Department of Agriculture inspected establishments.

Within the weekly delivery period, a representative of the UW Campus may make the following inspections and tests to assure product specification compliance for Ground Beef and Ground Beef Patties Fat Content. The average of a minimum of three (3) samples selected at random from the shipment. These samples shall be tested on campus with a Hobart Model F101 Fat Tester or similar. Should the average fat content indicated exceed the specified minimum or maximum, randomly selected samples shall be frozen and held at the UW Campus pending Contractor notification and resolution of the problem.

**Describe how you will fulfill these requirements.**

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#### **4.9.2 Poultry**

USDA latest specifications apply on all applicable items. Delivered product must be guaranteed to comply in all respects to all applicable Federal Pure Food Laws and Regulations, Wisconsin Laws and local ordinances.

Grades and quality of product below that specified should not be proposed and are not acceptable. Unless otherwise specifically provided, only one grade for each item may be furnished. Mixed lots varying in origin, brand or trademark are not acceptable.

**Describe how you will fulfill these requirements.**

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#### **4.9.3 Seafood**

The grade shall be as specified by the UW Campuses and as defined by the U.S. Department of Commerce National Marine Fisheries Services. Reference to be used is the Code of Federal Regulations, revised October 1, 1987. Fish portions, raw, breaded or battered to be no less than 75% by weight of flesh. All portions in an individual package are to be prepared from the flesh of one species of fish. Fish sticks, frozen, raw and breaded shall contain 72% by weight of fish flesh and shrimp, frozen, raw and breaded shall contain not less than 50% of shrimp material if Style I and 65% shrimp material if Style II.

Seafood products shall be produced in a U.S.D.C. Type 1 inspected plant. Portions are to be layer packed with wax dividers in cartons made of SBS Board with net weight between 3 to 10 lbs. to the carton. Cartons are to be either sealed or overwrapped. Master shipper must not exceed 60 lbs. net. The product must meet U.S. Grade A Standards, and the master shipper must bear either a printed or stamped U.S. Grade A Shield of PUFI stamp.

**Describe how you will fulfill these requirements.**

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#### **4.9.4 Canned Goods**

Canned fruits, juices and vegetables are to be same grade as specified and as defined by the U.S. Department of Agriculture. All product shall be latest season's pack to provide maximum freshness. Canned goods should be sufficiently processed by heat to assure preservation of the product and packed under sanitary conditions in hermetically sealed containers, in accordance with best commercial practice.

**Describe how you will fulfill these requirements.**

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### **4.10 Packaging and Product Identification**

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#### **4.10.1 Packaging Shall be in Accordance with Best Commercial Practices**

Packaging shall be in accordance with the best commercial practice to ensure sanitation, prevention of damage to products and optimal shelf life. All containers shall meet the requirements of the applicable U.S. Standard for Conditions of Food Containers. Individual and shipping containers shall be new, clean and unbroken. All products furnished shall be labeled with either the date of manufacture or last date the product may be sold. If product dating is coded, the coding key shall be furnished, upon request.

**Describe how you will fulfill these requirements.**

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#### **4.10.2 Container, Packaging and Shipping Container Requirements**

All containers shall be original containers, and individual packages and shipping containers shall be plainly marked identifying the contents, variety, count, if applicable, net weight, brand and manufacturer, packer and/or distributor. Only one brand for each item may be furnished. Unless otherwise specified in the RFP, mixed lots varying in brand, origin or trademark are not acceptable.

**Describe how you will fulfill these requirements.**

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#### **4.10.3 Palletizing Requirements**

Where palletized deliveries are made, canned and dry goods should be palletized separately. Refrigerated products shall be palletized separately from dry, canned, and/or frozen items and shall be delivered at temperatures between 35 and 40 degrees. Frozen products shall be palletized separately from dry, canned or refrigerated goods and delivered at a temperature of 0 degrees or less.

**Describe how you will fulfill these requirements.**

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#### **4.10.4 Cooperages**

Cooperages: The UW Campuses are not responsible for case/carton cooperages, but it will be diligent in returning empty containers, as applicable

**Describe how you will fulfill these requirements.**

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### **4.11 Delivery Conditions**

All products delivered shall be transported at the proper storage temperature:

- Frozen Foods 0 degrees F. (Or frozen hard.)
- Refrigerated Foods 35-40 degrees F.
- Grocery and Dry Goods 50-80 degrees F.

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 the contractor's expense.

Refer to UW Campus profiles for specific requirements.

**Describe how you will fulfill these requirements.**

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### **4.12 Sustainability**

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#### **4.12.1 Sourcing Decisions**

Describe specific policies and programs that your organization has in place to understand sourcing decisions and their impact on sustainability.

**Describe how you will fulfill these requirements.**

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#### **4.12.2 Reporting on Sustainability Practices**

Describe, and provide examples of, key measures your organization is using to manage sustainability initiatives.

**Describe how you will fulfill these requirements.**

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#### **4.12.3 Sustainability Strategies, Policies and Procedures**

Discuss the organization's sustainability goals and objectives including a description of resulting strategies, policies and procedures implemented by the organization.

**Describe how you will fulfill these requirements.**

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#### **4.12.4 Supplier Compliance Sustainability**

Describe how your organization conducts sustainability compliance reviews and visits with its contract suppliers. What types of supplier improvement plans have been developed?

**Describe how you will fulfill these requirements.**

### **5 Desired and Value Added Items (275 Points Items 5.1 through 5.9)**

A maximum of 275 points are available for "Desired and Value Added Items", Provide a written response for each individual numbered item. If you do not have an offer for a particular item number, answer "no" or "none", or explain in detail.

#### **5.1 Buying Practices and Policies**

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##### **5.1.1 Best Price Purchasing**

Describe the Proposer's purchasing policies and methods used to acquire items at the best price. Include a discussion on where and by whom the buying responsibility and activity resides for providing service to UW Campuses, whether through corporate buying groups, or at regional/local offices, and the percentage of buying at each location if both are used.

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##### **5.1.2 Vendor's Manufacturers**

Provide a listing of the manufacturers currently in use by the Proposer.

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##### **5.1.3 Number and Types of Product and Availability**

Define the number and types of products, along with the frequency, bought through central warehouses such as DOT Foods, Comsource, etc,

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##### **5.1.4 Product Integrity**

Describe the Proposer's policies and procedures to ensure product integrity. Include a description regarding product acquisition, inspection, handling and delivery in terms of food safety. Describe policies and procedures used for food recalls. Provide a copy of the Proposer's Hazard Analysis Critical Control Point (HACCP) Food Safety Program and any applicable certifications.

## 5.2 Product Availability

### 5.2.1 *Product Line Listing*

Provide a listing of the Proposer's complete product lines as related to RFP on a Flash Drive. (Clearly Labeled as Such).

### 5.2.2 *Non-Stocked and Specialty Items*

Discuss the Proposer's process to provide non-stocked and specialty order items, such as vegan items, flavored syrups, specialty meats, etc.

### 5.2.3 *Stocking and Stock Modifying Procedures*

Discuss the Proposer's process to stock certain items and procedures for modifying these stocks.

## 5.3 Company Branded Concepts

Provide information regarding the Proposer's in house branded concepts, i.e., Asian, Italian, Mexican, etc. Include concept type, name products included, etc.

## 5.4 Nutritional Information

Provide information on how nutritional data is obtained on items supplied by proposer. Describe method to assure nutritional data provided UW Campuses for use with customers is current and correct.

## 5.5 Account Representation and Sales

### 5.5.1 *Start-Up Plan*

Discuss the Proposer's plan and time frame for start-up if awarded the contract. Include any plans for meetings, monitoring service levels, product cuttings, etc.

### 5.5.2 *Monitoring Service Levels and Purchasing Activities*

Discuss the Proposer's plan for monitoring service levels and purchasing activities upon the completion of start-up.

### 5.5.3 *Account Representation*

Discuss the types and level of account representation UW Campuses will receive. Include their level of authority and responsibility and frequency of visiting campus.

## 5.6 Training Programs

### 5.6.1 *Campus Food Service Staff Training*

Discuss the Proposer's willingness and ability to provide training to UW Campus Food Service staff.

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### ***5.6.2 Training Topics and Program List***

Provide list of topics, programs, descriptions, etc.

## **5.7 Delivery and Receiving**

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### ***5.7.1 On Time Delivery***

Discuss the Proposer's ability to deliver on time. Describe the procedures and policies currently used to minimize late deliveries. Provide copies of any relevant policies that govern late deliveries.

### ***5.7.2 Fill-Rate***

State the Proposer's fill-rate percentage. It is desirable to achieve a 98% or greater fill ratio. Provide a plan detailing how this will be achieved and the responsibilities of the Proposer in achieving this goal. Provide a plan or provision for tracking fill-rates.

### ***5.7.3 Management of Shorted, Damaged, Unacceptable Deliveries***

Discuss how the Proposer intends to minimize shorted, damaged, and/or unacceptable deliveries.

### ***5.7.4 Management of Unacceptable Deliveries***

Discuss how items unacceptable at delivery will be handled and how accounting for same will occur.

### ***5.7.5 Inclement Weather Deliveries***

Discuss the Proposer's plans for deliveries during inclement weather. Include the Proposer's current preparedness and experience in providing deliveries during snow, ice, etc.

### ***5.7.6 Return Policy***

Discuss the Proposer's return policy, including a discussion on how returns are to be handled and credits issued.

### ***5.7.7 Product Order Matching to Product Delivered***

The Proposer shall include a discussion on how UW Campuses may ensure that the products on order match the products delivered, and acknowledge receipt. Discuss how discrepancies will be resolved.

Each case of product delivered must have a vendor delivery sticker attached. The sticker should be attached, so as to not cover up, or make production dates and production codes illegible:

- a. Vendor Name
- b. Delivery Location Name
- c. Delivery Location Account Number
- d. Delivery Date
- e. Invoice Number
- f. Vendor Item Number
- g. Brand

- h. Item Description
- i. Case/Pack Size
- j. Number of Cases of this item, If multiple (1 or 4, etc.)

## 5.8 Ordering

### 5.8.1 Emergency Ordering

Discuss the Proposer's procedures for the placement of emergency orders. Include the Proposer's definition of an emergency order, turn-around time for delivery of same orders and prior experience in dealing with emergency situations.

### 5.8.2 Add-On Orders

Discuss the Proposer's procedures for add-on orders. Include the Proposer's definition of an add-on order, and turn-around time. Discuss the ability to utilize both phone-in and computer-integrated ordering.

### 5.8.3 Ordering Back-up Process/System

Discuss the Proposer's back-up process and system for managing the orders and delivery in the event of a computer system failure. Provide all necessary information regarding the availability and procedures to use a Fax system. The Proposer should provide information regarding the phone system and lines that would be available to UW Campuses that will assist with the placement and delivery of orders in event of such a failure

## 5.9 Invoice /Payment

Discuss the Proposer's invoicing system, payment terms, policies and procedures. When are new invoices available on-line? How are invoice errors (price errors, returns, shorts, bad product, etc. handled?

## 6 Hot and Cold Beverage Dispensing Equipment (35 Points for Items 6.1 through 6.3)

A maximum of 35 points is available for this section. The successful Contractor must provide a comprehensive equipment program for the dispensing of juice concentrates, coffee, hot chocolate, and instant cappuccino at no additional cost to the University. Any beverage costs submitted on the Market Basket are to include all the needed equipment and maintenance to produce and dispense the products.

### 6.1 Equipment Requirements

Contractor shall provide, as part of this contract, spec/cut sheets for the equipment, as specified, that they propose to install. If the university determines the equipment proposed may/does not meet its needs, the contractor will be asked for suitable options.

The University requires the contractor to provide dispensing equipment that is new, or equipment refurbished to "like new" condition. Equipment shall be of most recent model. Equipment shall be listed as certified by the Automatic Merchandising Industry Health Code.

The University shall determine installation location of the required equipment at new and existing sites. The Contractor shall assume sole expense and risk to place, install and maintain all dispensing and holding equipment. Contractor is responsible for providing and installing all lines and/or other utilities required to transport the

product from the BIB's to the dispensers. Where necessary, electricity, water and waste drainage shall be brought to the equipment by the University. All installation and alterations to the existing space and facilities shall have prior approval of the Contract Administrator or area designee.

Contractor shall provide training to University employees on proper use of contractor supplied equipment. Training to include start up, filling, programming (where applicable), customer use, scheduled cleaning, etc. Factory provided customer use manuals to be provided to the University, at no charge.

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

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

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

As "state of the art" dispensing capabilities evolve, the University and Contractor will discuss the feasibility and terms of installing equipment and programs for new technological developments at mutually agreed locations.

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 which may result from the interruptions or failure of any such utility services.

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

**Describe how you will fulfill these requirements**

## 6.2 Equipment Maintenance, Replacement and Sanitation

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

The contractor shall institute and maintain a program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning equipment. This program includes keeping equipment and parts on-hand to meet emergencies and routine maintenance and repair. The University shall not perform maintenance or repair on any equipment of the contractor or that on loan to the University.



The 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 calls/reports within a minimum of two (2) hours between the hours of 7:00 AM CST and 7:00 PM CST, 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 a toll free number to call or accept long distance calls for required service.

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 reductions.

All losses of equipment supplied as a 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.

**Describe how you will fulfill these requirements**

### 6.3 Removal of Equipment Upon Termination of Contract

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

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

**Describe how you will fulfill these requirements.**

## Technical Scoring Ends Here

### 7 Secondary Vendor

#### 7.1 The Second Highest Scoring Proposer

The second highest scoring proposer may be offered the opportunity to become the Secondary Vendor for UW-Platteville and UW-Stout.

#### 7.2 Cost Plus Markup for Secondary Vendor

The Cost Plus Markup for the Secondary Vendor will be listed on the Cost Plus Markup Appendix for these schools. Other requirements (delivery, ordering, etc.) of the RFP are listed on each campus profile. The secondary vendor proposal does not have any point value.

## 8 Cost Proposal

### 8.1 Definition of Cost

#### 8.1.1 Vendor Item Cost Definition

Vendor Item Cost is defined as the cost of the product to the Contractor as shown on the Contractor's Last Invoice, plus applicable freight charges to the Contractor.

#### 8.1.2 Last Invoice Price Definition

Last Invoice Price is defined as the cost of the product as shown on the last invoice for such product issued to the Contractor by the product vendor or any subsidiary.

**Describe how your company determines this.**

#### 8.1.3 Applicable Freight Charges

Applicable Freight Charges may include common or contract carrier charges by product vendor or a third party. Any other freight charges (including fuel surcharges) need to have approval of UWSA and the university prior to implementation.

Freight for any product will not exceed the rate charged by nationally recognized carriers operating in the same market for the same type of freight service. **The university has the right to disqualify a supplier, where the university deems freight charges to be excessive.**

**Describe how your company will manage to the university's Applicable Freight Charge requirements.**

#### 8.1.4 Weekly Price Change Timetable.

Describe your company's weekly price change timetable. This will be used to determine that the correct cost is used each week. This will also be the timetable used when auditing contractor's pre and post award costs. See Section C, Appendix # 8.

**Describe how your company determines this.**

### 8.2 Product Pricing

A maximum of **500 points** are available on the market basket cost. The points will be assigned on a prorated basis. Complete selected campus market baskets found in Section C Numbers 1 through 4, and Section E Attachment #5 and include with your response in a separate envelope. Percent Markup is a required field on the cost proposal Form Section E Attachment #5.

#### 8.2.1 Cost Plus

The market basket portion of this RFP represents typical items ordered by each UW Campus. This is not an exhaustive list, but a representative cross section of the items required by UW Campuses and reflects a substantial part of total purchasing dollars. Cost plus % (percent) markup must remain firm for the duration of any contract

awarded as a result of this RFP. Costs proposed for each item in the market basket must be for the item as specified. To ensure equitable comparisons of market baskets, substitutions for items specified in the market basket will not be accepted. Products not carried by the proposer must be marked as not available. For cost evaluation purposes, the University of Wisconsin System Administration will use the highest cost proposed for any market basket item submitted without a proper cost. The market basket must be priced on a % (percent) over cost basis. See Section 8.4 for detailed description and examples of method.

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### **8.2.2 Minimum Deliver Charges Stops Are Not Accepted**

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

## **8.3 Pre-Award Audit Rights**

The University of Wisconsin System Administration reserves the right to perform pre-award audits (cost verification) of proposers. This audit requires proposers to provide data to the University of Wisconsin System Administration that is needed to determine that the unit "cost" submitted by the proposers has been properly calculated and that the same method of cost calculation will be used for the remainder of the contract.

The audit will be conducted at a mutually agreed upon time after the RFP's have been received by the University of Wisconsin System Administration but prior to the award date.

Data sheet/cut sheet requested from proposer by the university, for evaluation purposes, must be supplied by the proposer within forty-eight hours. The university must be granted access to the proposer's invoices request for evaluation purposes within forty-eight of the university's request.

## **8.4 Preparation of Cost Proposal**

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### **8.4.1 Method of Extension for Award**

"Cost" as entered on the proposal form shall be defined as the invoice price (i.e. manufacturers price) from the proposer's supplier plus, if applicable, freight charge to the contractor for that portion of the delivery. **For equitable vendor comparison, manufacturer allowances, rebates, special purchase, etc., are not to be included when determining the "Cost".**

The unit price for each UW Campus shall be computed on a "Cost Plus" basis. Proposers may propose a different "Cost Plus" percent markup on each market basket to be applied to that UW Campus. This % (percent) markup will be applied to each UW Campus for the entire market basket and all other purchases made as part of this RFP.

The "Plus" entry on the form shall be the percentage amount that is used to multiply times the "cost". This amount shall be added to the "cost" entry to arrive at the unit price. Quotes based on any other method of pricing shall be rejected.

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### **8.4.2 Proposal Submission**

For purposes of submitting a proposal the proposer is to show:

- The Vendor Item Number
- The Vendor Cost (as defined above) Per Unit (generally by case from dated invoice closest to, but not later than, November 15, 2017.)
- The Cost Plus Percent to be added to the Cost.

- The UW Campuses cost/units (first two bullet points above)
- The Total Quantity Cost for each Line Item

## 9 Post Award Cost

It is expected that any rebates, promotions, or other practices that result in free merchandise, reduced prices, marketing assistance or cost benefits, that are offered by manufacturers, brokers, distributors, or others, shall be made available to the UW Campuses exclusive of discounts for prompt payment of invoices. The UW Campuses request monthly notice by item of the above benefits.

## Section B Contract Terms

### CONTRACT FOR PRIME VENDOR FOR GROCERIES, MEAT, CHEESE, AND OTHER FOOD, BEVERAGE AND RELATED SUPPLY PRODUCTS

#### 1 Parties To The Contract

This agreement, hereinafter referred to as "the Contract", shall be between the UW Campuses and the successful Proposer, hereinafter referred to as the "Contractor", for the privilege of the Contractor to supply groceries, meat, cheese and other food, beverage and related supply products to the UW Campuses. Such rights shall hereinafter be referred to as "Prime vendor for groceries, meat, and cheese" according to the terms set forth in this Contract.

#### 2 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.

#### 3 Term of Contract

Contract term for shall be a one (1) year period beginning on, or about July 1, 2018 with six (6) possible automatic one (1) year renewals. This Contract shall automatically be extended into the next optional period unless either party notifies the other, in writing, one hundred and eighty (180) calendar days prior to the expiration of the initial or succeeding Contract terms.

The University of Wisconsin System Administration reserves the right to discontinue this Contract, in whole or in part, without penalty at any time due to non-appropriation of funds or failure of the contractor to comply with the terms, conditions and specification of this contract.

#### 4 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 UW Campuses 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.

#### 5 Disclosure

If a public official as defined in Section 19.42 Wisconsin Statutes, or an organization in which a University of Wisconsin System Administration public official holds at least 10% interest, is a party to this proposal, the Contract is voidable by the University of Wisconsin System Administration unless appropriate written disclosure is made to the State of Wisconsin Ethics Board, 125 South Webster St., Madison, WI 53703.

#### 6 Prime Contractor and Minority Business Subcontractors

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation.

The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in SS. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

The supplier/contractor shall furnish appropriate quarterly information, by campus, about its effort to achieve this goal, including the identities of such enterprises certified by the Wisconsin Department of Commerce and their contract amount. The supplier/contractor shall submit a quarterly report indicating subcontracts awarded to minority business and dollar amount in association with this contract to each UW Campus Office of Procurement listed on campus profiles.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of the Minority Business Program, 608/267-7806. The listing is published on the Internet at: <http://www.doa.state.wi.us/dsas/mbe/index.asp>.

## 7 Incorporation of Documents

The University of Wisconsin System Administration Request for Proposal, the Proposer responses, written communications and this Agreement constitutes the entire agreement between the parties. The hierarchy of documents in descending order for resolution is as follows:

University of Wisconsin System Administration Request for Proposal PS-18-2309  
Vendor's Proposal Due January 18, 2018  
All written communications  
Standard Terms and Conditions  
Best and Final Offer(s)  
Signed Contract  
Official Purchase Orders

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

## 8 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 UW Campuses for any losses incurred related to this contract. In addition to UW System Administration, the insurance certificate must identify name of campus for which it has been issued.

### COVERAGE AND MINIMUM LIMITS

Coverage	Minimum Limits
Worker's Compensation (WC)	Statutory Limits
Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$2,000,000
Each Occurrence	\$2,000,000
Automobile Liability Combined Single Limit	\$2,000,000

### **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 liability policies, for purpose of this contract.

### **Remodeling or Renovation**

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

Upon notification of award and prior to issuance of a contract, the contractor (vendor) shall provide the University of Wisconsin System Administration a Certificate of Insurance with the required kinds and limits of insurance issued by an insurance company licensed to do business in the State of Wisconsin and signed by an authorized agent.

Commercial General Liability includes, but it 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 damage or loss of premises, equipment, products or money resulting from any cause including that of sub-contractors and shall not penalize the University of Wisconsin System Administration for any losses incurred related to this contract. These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to: Paul D. Schlough, Procurement Specialist - Senior, 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.

In the event of non-renewal, cancellation or expiration, the contractor shall provide the University of Wisconsin System Administration evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University of Wisconsin System Administration's receipt of the sixty (60) day notice. Failure to maintain the required insurance in force may be cause for contract termination.

In the event the contractor fails to maintain and keep in force the insurance herein required, the University of Wisconsin System Administration shall have the right to cancel and terminate the contract without notice. The contractor shall advise each insuring University of Wisconsin System Administration to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage needs are revised.

## **9 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 \$250,000. If multiple awards are made the amount will be prorated as follows: Milwaukee, \$100,000, Platteville \$50,000, Stout \$50,000 and Stevens Point \$50,000. Such bond must be furnished upon notification by the University of Wisconsin System Administration prior to contract award. Bond must identify name of campus for which it has been issued.

In lieu of the performance bond, the contractor may provide an irrevocable letter of credit naming the University of Wisconsin System 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 of Wisconsin System Administration. 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. The performance bond or letter of credit shall provide that in the event of non-renewal, the Office of Procurement, 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 of Wisconsin System Administration evidence of the new source of surety within twenty-one (21) calendar days after the University of Wisconsin System Administration'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.

## 10 Promotional Materials

Except as otherwise provided herein, the Contractor agrees not to use promotional or marketing material that state expressly or by fair implication that the UW Campuses endorses either the Contractor or any sponsor of such material. Equipment bearing University of Wisconsin System or campus specific - marks, logos or other indicia of University of Wisconsin System or specific campuses - must be purchased from the applicable University of Wisconsin System or campus licensees.

## 11 Hold Harmless

The University of Wisconsin System Administration agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The University of Wisconsin System Administration further agrees to hold harmless the Contractor, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System Administration while acting within the scope of their employment where protection is afforded by SS. 893.82 and 895.46(1), Wis. Stats.

Contractor agrees to hold the University of Wisconsin System Administration harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Contractor arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System Administration while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

## 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, or 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 forms of compensation; and selection of training, including apprenticeship. Except with respect to sexual 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 University of Wisconsin System Administration 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 certifications from any subcontractors.

### 13 Safety Requirements

All material, equipment and supplies provided to the UW Campuses 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 Invoicing

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

- A. Contractor Name
- B. Remit to Address
- C. UW Campus Name/Department
- E. UW Campus Delivery Location
- E. Department Account Number
- F. Purchase Order Number (is this needed)
- G. Quantity Ordered
- H. Quantity Shipped
- I. Contractor Item Number
- J. Complete Product Description
- K. Product Manufacturer's Name or Abbreviation
- L. Manufacturer's Product Number
- M. Unit Prices Per Contract
- N. Extended Prices
- O. Invoice Total

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.

### 15 Standard Terms and Conditions

#### 15.1 Licenses And/Or Permits

The Supplier shall be responsible for obtaining and keeping up to date all licenses and permits required by federal, State of Wisconsin and to abide by such agencies' laws, rules or regulations covering the facilities of the UW Campuses and any food service therein. It shall be the Supplier's responsibility to maintain equipment and

facilities under its care, custody and control in a manner, which would not cause violation of the OSHA Act of 1970, as amended.

### 15.2 Acceptable Delivery Personnel Standards

- (A) Personnel employed by the Supplier are expected to maintain standards of personal hygiene at all times. This includes clothing as well.
- (B) UW Campuses are committed to a "SMOKE-FREE" environment. Each campus has its own policy. Proposer must be aware of, and comply with, campus specific policy.
- (C) The Supplier is responsible to assure competent performance of the work.

### 15.3 Delivery Inspections

Deliveries will be inspected at the site of receipt. Any product not maintained at proper temperature will be rejected. Any product showing damage will be rejected. UW Campuses have the final determination of what unacceptable product is. Any product(s) found to be defective after the initial delivery inspection, in which the defect was not determinable upon initial delivery inspection, shall be rejected. The cost of rejected items will be fully credited by Contractor.

### 15.4 Price Changes

The cost plus percentages applied to the current vendor item cost must remain firm during the contract term or may be renegotiated to the advantage of the University of Wisconsin System Administration. As manufacturer's costs change during the contract term, it is the responsibility of the contractor to submit electronically or by email, (as required by each UW Campus), one (1) copy of the new prices prior to any price changes becoming effective. Included in the info must also contain the contractor's name and the current date, as well as the product and manufacturer information as applicable. Price changes should only be provided for those items currently purchased by each UW Campus, or as required.

Price changes are allowed once per week. Price changes are to be provided no later than Noon CST on Friday for the next week (Sunday to Saturday).

Invoices shall be audited using the most current price on file at the UW Campuses on the date of the invoice. The invoiced price will be the price effective on the date the order is shipped.

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

### 15.5 Post Award Price Verification/Audit

The UW Campuses reserve the right to have available at the contractor's place of business, the right to inspect such documents as necessary to establish the "Cost" portion of the contractor's price. Notwithstanding cancellation notice requirements set out above, if the contractor refuses such inspection, the University of Wisconsin System Administration may immediately cancel the contract.

If the price verification determines overcharges to the UW Campuses, the amount of overcharges shall be promptly credited to the account or a refund check issued, as determined by UW Campuses. For purposes of auditing, a determined variance of \$0.10/case or \$0.01/lb. will not be classified as an overcharge or undercharge.

Audits may be made of a contractor's cost price records as follows:

1. Audits may be required at the end of the Contract period
2. Audits may be made midterm of the Contract.
3. Audits may be made at the discretion of the UW Campuses or at any time price reviews indicate that a problem might exist.
4. Audits shall be made of the following:
  - a. Questionable price increases
  - b. Selected items showing price increases.
  - c. Selected items showing no price change.
  - d. Substitution or cheaper brands or grades.
  - e. High usage items.
5. A full review may be undertaken when circumstances are questionable.

## 15.6 Price Verification

The UW Campuses will use the following process for price verification:

### Price Verification

Audit Item Number		_____
Manufacturer Item Number		_____
Item Description		_____
Unit (Pack Size)		_____
Item Brand		_____
Invoice Date & number		_____
Contractor Item Number		_____
<b>Selling (contract) Price/Unit</b>		_____
Manufacturer Invoice Cost/Unit		_____
Freight/Unit	+	_____
Contractor Negotiated Deals	-	_____
New Receiving Cost/Unit	=	_____
Mark-Up/Unit	+	_____
<b>Calculated Price/Unit</b>	=	_____
<b>Over/Under/Unit</b>		_____

## 16 Contract Cancellation

Contract term for shall be a one (1) year period beginning on, or about July 1, 2018 with six (6) possible automatic one (1) year renewals. This Contract shall automatically be extended into the next optional period unless either party notifies the other, in writing, one hundred and eighty (180) calendar days prior to the expiration of the initial or succeeding Contract terms.

The University of Wisconsin System Administration reserves the right to discontinue this Contract, in whole or in part, without penalty at any time due to non-appropriation of funds or failure of the contractor to comply with the terms, conditions and specification of this contract.

Failure to maintain the required Certificates of Insurance may be cause for contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Section B, Article 15, the University of Wisconsin System Administration shall have the right to cancel and terminate the contract without notice

If at any time a petition in bankruptcy shall be filed against the contractor and such petition is not dismissed within 90 days, or if a receiver or trustee of the contractor's property is appointed and such appointment is not vacated within 90 days, the University of Wisconsin System Administration shall have the right, in addition to any other rights of whatsoever nature that it may have a law or in equity, to terminate this contract by giving 30 days' notice, in writing, of such termination.

The University of Wisconsin System Administration reserves the right to cancel contractual agreements of one year or more within a 30-day period without cause or reason.

## 17 Contract Administration

### 17.1 University of Wisconsin System Administration

The Contract Administrator for the University of Wisconsin System Administration is:

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

### 17.2 UW Campuses

#### *17.2.1 Campus Contract Administrator*

The Contract Administrator for the UW Campuses is authorized to give the approvals required under this contract on behalf of the University of Wisconsin System Administration. Each UW Campus contract administrator is listed in the campus profiles.

#### *17.2.2 Day-to-Day Campus Operations*

Day-to-day operations will be handled by UW Campus area designees.

### 17.3 Contractor

Contract Administrator for the successful proposal Proposer will be listed on Section D Appendix # 3:

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

### 17.4 Miscellaneous

#### 17.4.1 Separability

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

#### 17.4.2 Waiver

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

#### 17.4.3 Adding Additional Institutions to the Contract

It is the intention of the university to add other UW System Institutions to the existing contracts as necessary per the university during the life of the contract. (Examples: UW Colleges, UW-Eau Claire, UW-Oshkosh).

### 17.5 Amendments

This contract may be modified or amended, in writing, signed by authorized signatories of the Contractor and University of Wisconsin System Administration.

### 17.6 Adverse Interests

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

### 17.7 Assignments

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

## 18 Mandatory Reporting of Child Abuse and 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.

The University prioritizes safety and strives to provide a safe learning environment for everyone. Children come into contact with the University of Wisconsin-Parkside through various programs, camps, and events. On December 19, 2011, the Governor signed Executive Order #54, which requires that all University of Wisconsin System employees must report incidents of child abuse and neglect. In addition, this policy extends that obligation to volunteers and contractors performing services for UW-Milwaukee, UW-Platteville, UW-Stout, and UW-Stevens Point.

Criminal background checks will be performed pursuant to the background check policies for UW-Milwaukee, UW-Platteville, UW-Stout, and UW-Stevens Point and must be conducted on employees, volunteers and contractors who have regular contact with children in the course of performing duties or services for UW-Milwaukee, UW-Platteville, UW-Stout, and UW-Stevens Point or in connection with a UW-Milwaukee, UW-Platteville, UW-Stout, and UW-Stevens Point sponsored activity. All contractual arrangements must require the contractor to supply employees that have passed criminal background checks, if such employees will have regular contact with children.

If, in the course of providing services to UW-Milwaukee, UW-Platteville, UW-Stout, and UW-Stevens Point, a contractor (or its agent or employee) observes an incident of child abuse or neglect, or learns of an incident 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 (or its agent or employee) must make a report of that child abuse or neglect to UW-Milwaukee, UW-Platteville, UW-Stout, and UW-Stevens Point Police Services as provided in UW-Milwaukee, UW-Platteville, UW-Stout, and UW-Stevens Points' policy on Mandatory Reporting of Child Abuse and Neglect.

The full UW-Parkside Mandatory Reporting of Child Abuse and Neglect, Executive Order #54 can be viewed at: <http://www.uww.edu/Documents/adminaffairs/hr/Policy-Mandatory-Reporting-Child-Abuse-and-Neglect.pdf>

## 19 Criminal Background Checks

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.

## Section C Cost Proposal – Market Basket Pricing

COST PROPOSAL FORM FOR Prim Vendor Market Basket Pricing, for: University of Wisconsin-Milwaukee, University of Wisconsin-Platteville, University of Wisconsin-Stout and University of Wisconsin-Stevens Point

### 1 Cost Proposal – Market Basket Pricing for UW-Milwaukee

We, the undersigned, in compliance with Proposal Request Number PS-18-2309 for, **PRIME VENDOR FOR GROCERIES, MEAT, CHEESE AND OTHER FOOD, BEVERAGE AND RELATED SUPPLY PRODUCTS**, dated November 15, 2017 hereby propose the following charges and Market Basket Pricing for Prime Vendor Groceries, Meat, Cheese, and Other Food, Beverage and Related Supply Products at the University of Wisconsin-Milwaukee, as follows. In making this proposal we acknowledge that we have read and understand this Proposal Request, and hereby submit our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to these Prime Vendor Groceries, Meat, Cheese, and Other Food, Beverage and Related Supply Products Contractual provisions.

Alternate proposals shall only be considered if the proposer submitting the alternate meets the University's qualifications and is under consideration of Contract award based on their response to the requirements of the enclosed Proposal Submittal Form.

#### 1.1 Cost Proposal Form

Complete Cost Proposal Form: Section E Campus Profiles and Cost Proposal Form Attachments, Attachment #5.

### 2 Cost Proposal – Market Basket Pricing for UW-Platteville

We, the undersigned, in compliance with Proposal Request Number PS-18-2309 for, **PRIME VENDOR FOR GROCERIES, MEAT, CHEESE AND OTHER FOOD, BEVERAGE AND RELATED SUPPLY PRODUCTS**, dated November 15, 2017 hereby propose the following charges and Market Basket Pricing for Prime Vendor Groceries, Meat, Cheese, and Other Food, Beverage and Related Supply Products at the University of Wisconsin-Platteville, as follows. In making this proposal we acknowledge that we have read and understand this Proposal Request, and hereby submit our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to these Prime Vendor Groceries, Meat, Cheese, and Other Food, Beverage and Related Supply Products Contractual provisions.

Alternate proposals shall only be considered if the proposer submitting the alternate meets the University's qualifications and is under consideration of Contract award based on their response to the requirements of the enclosed Proposal Submittal Form.

#### 2.1 Cost Proposal Form

Complete Cost Proposal Form: Section E Campus Profiles and Cost Proposal Form Attachments, Attachment #5.

### 3 Cost Proposal – Market Basket Pricing for UW-Stout

We, the undersigned, in compliance with Proposal Request Number PS-18-2309 for, **PRIME VENDOR FOR GROCERIES, MEAT, CHEESE AND OTHER FOOD, BEVERAGE AND RELATED SUPPLY PRODUCTS**, dated November 15, 2017 hereby propose the following charges and Market Basket Pricing for Prime Vendor Groceries, Meat, Cheese, and Other Food, Beverage and Related Supply Products at the University of Wisconsin-Stout, as follows. In making this proposal we acknowledge that we have read and understand this Proposal Request, and hereby submit our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to these Prime Vendor Groceries, Meat, Cheese, and Other Food, Beverage and Related Supply Products Contractual provisions.

Alternate proposals shall only be considered if the proposer submitting the alternate meets the University's qualifications and is under consideration of Contract award based on their response to the requirements of the enclosed Proposal Submittal Form.

#### 3.1 Cost Proposal Form

Complete Cost Proposal Form: Section E Campus Profiles and Cost Proposal Form Attachments, Attachment #5.

### 4 Cost Proposal – Market Basket Pricing for UW-Stevens Point

We, the undersigned, in compliance with Proposal Request Number PS-18-2309 for, **PRIME VENDOR FOR GROCERIES, MEAT, CHEESE AND OTHER FOOD, BEVERAGE AND RELATED SUPPLY PRODUCTS**, dated November 15, 2017 hereby propose the following charges and Market Basket Pricing for Prime Vendor Groceries, Meat, Cheese, and Other Food, Beverage and Related Supply Products at the University of Wisconsin-Stevens Point, as follows. In making this proposal we acknowledge that we have read and understand this Proposal Request, and hereby submit our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to these Prime Vendor Groceries, Meat, Cheese, and Other Food, Beverage and Related Supply Products Contractual provisions.

Alternate proposals shall only be considered if the proposer submitting the alternate meets the University's qualifications and is under consideration of Contract award based on their response to the requirements of the enclosed Proposal Submittal Form.

#### 4.1 Cost Proposal Form

Complete Cost Proposal Form: Section E Campus Profiles and Cost Proposal Form Attachments, Attachment #5.



## Section D Appendices

### 1 Appendix #1: Executed Contract Signature Page

#### Executed Contract Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by the duly authorized representatives

By \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**RETURN THIS PAGE WITH RFP**

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 \_\_\_\_\_

## 2 Appendix #2: Agreement to RFP Terms and Conditions

If awarded this RFP, we agree to all the terms and conditions of this RFP (including all appendices), RFP addenda and revisions, and the proposal of the successful proposer, and those additional terms agreed to, in writing, by the University of Wisconsin System Administration 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: \_\_\_\_\_

Email \_\_\_\_\_

**RETURN THIS PAGE WITH RFP**

**3 Appendix #3 Vendor Information****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: \_\_\_\_\_

5. Business Name and address of warehouse that items on this contract will be shipped from for each school for which you are submitting an RFP response.

**UW-Milwaukee**

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**UW-Platteville**

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**UW-Stout**

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**UW-Stevens Point**

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**RETURN THIS PAGE WITH PROPOSAL**

#### 4 Appendix #4 Vendor References

##### Vendor Client Reference

Company 1 Name: \_\_\_\_\_

Address (include Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Products and/or Services used: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Company 2 Name: \_\_\_\_\_

Address (include Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Products and/or Services used: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Company 3 Name: \_\_\_\_\_

Address (include Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Products and/or Services used: \_\_\_\_\_

\_\_\_\_\_

Company 4 Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (include Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Products and/or Services used: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

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## 5 Appendix #5 Vendor Contract Information

Company Name \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Ordering/Expediting \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email \_\_\_\_\_

Contract Administrator: \_\_\_\_\_ Title: \_\_\_\_\_

Toll Free Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

Invoice Information \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email \_\_\_\_\_

Contract Renewal/Cancellation \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email \_\_\_\_\_

Contract Problems \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email \_\_\_\_\_

Returns \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email \_\_\_\_\_

**RETURN THIS PAGE WITH RFP**

## 6 Appendix #6 Designation of Proprietary Information

### **DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

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

Section	Page#	Topic

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

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

\_\_\_\_\_  
Name Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature Authorized Representative

\_\_\_\_\_  
Date

**RETURN THIS PAGE WITH PROPOSAL**



## 7 Appendix #7 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, 6<sup>th</sup> 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, 6<sup>th</sup> 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:	

## 8 Appendix #8 Bank References

### 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**

## 9 Appendix #9 State of Wisconsin Standard Terms and Conditions

## 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 letter-head, 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.

## 10 Appendix #10 Secondary Vendor Cost Plus Markup Proposal

### Secondary Vendor Cost Plus Markup Proposal

Are you interested in being the secondary vendor for UW-Platteville, should you not be the prime vendor?

\_\_\_\_ No.

\_\_\_\_ Yes. Complete the following.

Secondary Vendor percent over cost proposed for UW-Platteville \_\_\_\_\_%

Are you interested in being the secondary vendor for UW-Stout, should you not be the prime vendor?

\_\_\_\_ No.

\_\_\_\_ Yes. Complete the following.

Secondary Vendor percent over cost proposed for UW-Stout \_\_\_\_\_%

Are you interested in being the secondary vendor for UW-Platteville, should you not be the prime vendor?

\_\_\_\_ No.

\_\_\_\_ Yes. Complete the following.

Secondary Vendor percent over cost proposed for UW-Stevens Point \_\_\_\_\_%

Are you interested in being the secondary vendor for UW-Milwaukee, should you not be the prime vendor?

\_\_\_\_ No.

\_\_\_\_ Yes. Complete the following.

Secondary Vendor percent over cost proposed for UW-Stout \_\_\_\_\_%

**RETURN THIS PAGE WITH RFP**

## 11 Appendix #11 Weekly Price Change Timetable

### Weekly Price Change Time Table

UW Campuses require prices to remain firm from Sunday – Saturday of each week. Please state below the timeframe your company uses for price changes.

Weekly price updates be provided on \_\_\_\_\_ (day of week) by \_\_\_\_\_ (time) and includes contractor invoices that end on \_\_\_\_\_ (day of week). Example: Weekly price updates be provided on Friday (day of week) by 6:00 a.m. CST (time) and includes contractor invoices that end on Thursday (day of week).

**RETURN THIS PAGE WITH RFP**

## 12 Appendix #12 RFP Response Check List

### RFP Response Check List

**PROPOSING COMPANY:** \_\_\_\_\_

has responded to this RFP for the following UW Campuses:

Circle Y (yes) or N (no) for each UW Campus

UW-Milwaukee	Y	N
UW-Platteville	Y	N
UW-Stout	Y	N
UW-Stevens Point	Y	N

**RETURN THIS PAGE WITH RFP**



## Section E Campus Profiles and Cost Proposal Form Attachments

### 1 Attachment #1: UW-Milwaukee Campus Profile

#### **INTRODUCTION**

The University of Wisconsin-Milwaukee (UWM) is a doctoral research-extensive university with an access mission in the 26-campus University of Wisconsin System which is broadly governed by the State's Board of Regents. It was founded in 1956 with the belief that Milwaukee as a great city needed a great, urban public university. UWM offers 191 academic programs and serves approximately 24,500 students. The 104 acre campus is located in a residential neighborhood near the shore of Lake Michigan, just minutes from downtown, which is the industrial and economic center of the state.

UWM recently received two significant recognitions. In 2015, the Carnegie Foundation granted the campus the Community Engagement Classification for its significant work in Milwaukee and Wisconsin's southeast region. In February 2016, UWM was designated a Research 1 doctoral research university by the Carnegie Classification of Institutions of Higher Education. UWM is one of 115 universities in the country with this designation; other institutions with this honor include Harvard, Yale and the University of Michigan.

This recognition attests to UWM's efforts as a premier urban public research university. The themes of student success, research excellence, and community engagement are echoed in all University activities. UWM boasts the most diverse student body in Wisconsin, has a \$1.5B impact on the local economy, and with nearly 75% of its graduates remaining in the state, is a major supplier to the Wisconsin workforce. Consistent with UWM's guiding values, we strive in all we do to model and promote innovations and collaboration, integrity and responsibility, positive transformation of individuals, transparent and inclusive decisions, a caring community, stewardship of resources, diversity in all its definitions, and pride in our vital role.

For more information about UWM, please see [About UWM](#).

The estimated annual total dollar spend of food covered by this contract is \$4,234,725.

A detailed map of UWM may be found at: <http://www4.uwm.edu/map/>.

#### **UWM RESTAURANT OPERATIONS**

Restaurant Operations provides all manual foodservice, athletics concessions, and snack vending to the University of Wisconsin-Milwaukee.

There are 3286 residential students living in Sandburg Halls and Cambridge Commons. They are provided meals by way of a full service cafeterias, late night restaurants, convenience stores, and self-branded coffee shops.

Service to non-resident students and the campus community is provided by a wide array of restaurants located in the Union and throughout campus including a selection of in-house restaurant concepts, a campus pub, Burger King, Taco Bell, a convenience store and our own branded coffee outlets.

Service for campus programs and activities is provided by our Catering Department.

All operations are serviced by a main receiving dock located at 3400 North Maryland Avenue (Sandburg Halls) and a secondary dock located at 2200 East Kenwood Blvd. (Student Union). A third dock located at 2323 North Cambridge Avenue (Cambridge Commons) also accepts deliveries. Each of these docks is fully equipped with lifts and back-in clearances.

A fourth periodic delivery location is the University of Wisconsin-Milwaukee Children's Center located at 2025 East Newport Avenue. This location has no dock facilities and all products must be unloaded and wheeled to an interior room.

### **SCOPE**

Restaurant Operations at the University of Wisconsin-Milwaukee intends to buy the majority of its food supplies from a sole source or prime vendor. It is the intention of Restaurant Operations to take advantage of the "one-stop-shopping" benefits of this arrangement so as to limit the administrative burden on the organization, limit the number of trucks arriving and departing from our neighborhood and creating a partnership with a vendor that truly benefits the students of the University of Wisconsin-Milwaukee.

Restaurant Operations at the University of Wisconsin-Milwaukee reserves the right to purchase food products that are not readily available from the successful vendor from other suppliers, if deemed in the best interest of the University and its students.

### **MANDATORY REPORTING REQUIREMENTS (0-5 points)**

Comprehensive Data Collection and Reporting

Velocity Reports

Historical Procurement Activity/Sales

**Indicate agreement and describe how you will fulfill these requirements.**

### **MANDATORY SOFTWARE INTERFACE REQUIREMENTS (0-30 points)**

Current System is CBORD – including Food Service Suite (FSS) and Net Nutrition.

Internet electronic order system, as delineated below:

Electronic order system with the following capabilities:

- Confirms orders within 1 hour
- Status on unconfirmed delivery items
- Handle multiple orders daily
- Handle multiple line orders
- Periodic product/price updates, as applicable

- Export
- Export, including comma delimited format
- Generate product order history
- Match orders to invoices
- Is in current use at a like sized facility
- Installation & test of system following award prior to start of contract
- System support for:
  1. Recipe files
  2. Ingredient lists
  3. Food costing
  4. Inventory via barcode

**Indicate agreement and describe how you will fulfill these requirements.**

**MANDATORY CAMPUS ORDERING AND DELIVERY REQUIREMENTS (0-60 points)**

Next day delivery at 7:00 a.m. for orders placed by 5:00 p.m. the previous day.

**Municipal code prohibits deliveries before 7:00 AM.**

Deliveries required to be made between 7:00 a.m. and 8:30 a.m.

Delivery of orders shall be made to University departments five days per week, Monday through Friday. Children's Center requires 3 deliveries/week. Children's Center does not have a dock. Deliveries must be made inside to Room 115 with refrigerated and frozen items placed in cooler and freezer.

Delivery Locations:

- Sandburg Residence Hall, 3400 N. Maryland Ave Receiving Dock
- Student Union, 2200 E. Kenwood Blvd. Receiving Dock
- Cambridge Commons, 2323 N. Cambridge Avenue, Receiving Dock
- Children's Center, 2025 East Newport Avenue – no Receiving Dock

**Indicate agreement and describe how you will fulfill these requirements.**

**EQUIPMENT REQUIREMENTS (0-5 points)**

Equipment for the purposes of this agreement refers to dispensing equipment required to produce a finished product for consumption by the customer. It does not include equipment for products previously listed as out of scope.

Contractor shall provide, as part of this contract, spec/cut sheets for the equipment, as specified, that they propose to install. If the university determines the equipment proposed may/does not meet its needs, the contractor will be asked for suitable options.

The University requires the contractor to provide dispensing equipment that is new. Equipment shall be of most recent model. Equipment shall be listed as certified by the Automatic Merchandising Industry Health Code.

The successful Vendor can expect to provide equipment that could include:

- Liquid Coffee Dispensers
- Liquid Juice Dispensers
- Shuttle Pot Coffee Brewing Systems
- Specialty Coffee/Hot Cocoa Dispensing Systems
- Shuttle Pots, Display Racks, and Associated Signage and POS

**Indicate agreement and describe how you will fulfill these requirements.**

### **CAMPUS CONTACTS**

#### **UW-Milwaukee Contract Administrator:**

Scott Hoffland, Director  
University of Wisconsin - Milwaukee  
2200 East Kenwood Blvd.  
Milwaukee, WI 53201  
Phone: 414-229-6158  
E-mail: [scotth@uwm.edu](mailto:scotth@uwm.edu)

#### **UW-Milwaukee Office of Procurement:**

Pamela Loignon  
University of Wisconsin - Milwaukee  
P.O. Box 777  
Milwaukee, WI 53201  
Phone: 414-229-5212  
Fax: 414-229-5551  
E-mail: [loignon@uwm.edu](mailto:loignon@uwm.edu)

**RFP PS-18-2309**

**UW-Milwaukee Score Sheet**

**Evaluator:** \_\_\_\_\_

<b>REQUIRMENT</b>	<b>Points Available</b>	<b>SCORE</b>
MANDATORY REPORTING REQUIREMENTS	<b>0-5</b>	
MANDATORY SOFTWARE INTERFACE REQUIREMENTS	<b>0-30</b>	
MANDATORY CAMPUS ORDERING/DELIVERY REQUIREMENTS	<b>0-60</b>	
EQUIPMENT REQUIREMENTS	<b>0-5</b>	
<b>TOTAL</b>	<b>0-100</b>	

**Comments:**

## 2 Attachment #2: UW-Platteville Campus Profile

### **INTRODUCTION**

Located in scenic southwest Wisconsin UW-Platteville is one of 13 publicly supported comprehensive universities in the University of Wisconsin System. Founded in 1866, UW-Platteville is the oldest public institution in the State of Wisconsin and is considered one of the safest campuses in the nation.

Spanning over 330 acres, the main campus includes over 30 buildings in a park-like setting. Students attending UW-Platteville are from all parts of Wisconsin, from surrounding states and from other countries. Current enrollment is approximately 7,500 students with 35 percent of these students living on campus. Nearly 80 percent of students are Wisconsin residents, and just over 12 percent are enrolled through the Tri-State Initiative.

The estimated annual total dollar spend of food covered by this contract is \$1,800,000

### **SCOPE**

Furnish eggs, meat, poultry, seafood, groceries, frozen, ice cream, yogurt, canned goods, paper products, small equipment, janitorial supplies, and limited beverage service for UW-Platteville. The scope does not include paper and disposables that are included in State of WI contracts 1564000691 and 1564075802 and spices that are included in State of WI contract 1439380901. The scope does not include fresh bakery goods, bottle, canned, and fountain beverages, fluid dairy, cheese, non-carbonated juice/beverages, convenience store and packaged items, branded hot beverage service and a small percentage of meat and produce raised on our school farm. This scope is not all-inclusive. Items may be added and deleted from the contract as needs and clientele change.

### **CAMPUS CONTACTS**

#### **UW-Platteville Dining Services Director:**

Mike Ernst  
1 University Plaza  
608.342.1341  
Fax: 608.342.1320  
Platteville, WI 53818  
[ernstm@uwplatt.edu](mailto:ernstm@uwplatt.edu)

#### **UW-Platteville Purchasing Office:**

Lewis Bettinger  
2208 Ullsvik Hall  
608.342.1435  
Fax 608.342.1221  
Platteville, WI 53818  
[bettingerl@uwplatt.edu](mailto:bettingerl@uwplatt.edu)

## **DINING SERVICE VENUE**

UW-Platteville Dining Services currently services five areas on campus. In the Pioneer Student Center, we provide service in Pioneer Crossing, a marketplace concept, Pioneer Haus, the campus grill, and Pioneer Perk, a campus snack and coffee shop. The catering office is also located in the Pioneer Student Center. Bridgeway Stations, our largest operation, provides daily service for over 2700 students. Bridgeway Stations also provides satellite meal service to the University Children's Center on campus as well as noon meals for five Nutrition Program for the Elderly meal sites in Grant and Iowa Counties. Greenwood Avenue Market, the campus largest convenience store, is located in Glenview Commons. Kristine's Kafe is a convenience store located in Roundtree Commons. The Ullsvik Hall also provides service in Hickory and Main, another campus snack and coffee shop.

## **MANDATORY DELIVERY REQUIREMENTS (0-10 POINTS)**

UW-Platteville is located in Platteville, Wisconsin in Grant County. There are four delivery points: 1. Pioneer Student Center, 855 Greenwood Avenue, with two cost centers: Pioneer Crossing and Pioneer Perk. 2. Greenwood Avenue Market which is located in Glenview Commons, 1255 Greenwood Avenue, 3. Bridgeway Commons, 1200 Southwest Road, with two cost centers, Stations and Jamba Juice. 4 Roundtree Commons, 800 South Chestnut St. which is home to Kristine's Kafe.

Deliveries are to be destination our dock, with inside delivery. Delivery of product is required a minimum of three times per week with four times being the optimal. The preferred delivery days are Monday, Tuesday, Wednesday, and Friday. The preferred delivery times are to be between 6-9 a.m. with the required delivery times being between 6:00 a.m. to 12:00 p.m. Next day delivery for orders placed by 4:00 p.m. the previous day Other Facility Notes: Entrance doors to Glenview Commons building and elevator will not fit oversize loads. Maximum height and width of pallet load is 48" W x 70" H. Regular pallet deliveries are acceptable.

## **MANDATORY TECHNICAL REQUIREMENTS (0-60 POINTS)**

UW-Platteville utilizes Eatec system/software managed by Agilysys as its food operating system. UW-Platteville utilizes the Supplier Bid and Supplier Purchase Order modules within Eatec. The successful proposer will work with Agilysys to establish these interfaces, and the successful proposer shall assume all interface costs. The successful proposer may be required to setup the original database of vendor supplier items. The successful proposer shall assume the cost of setting up and maintaining these Eatec interfaces, as well as any IT needs on the proposers systems. The following provides more technical detail on the specific requirements of the required interfaces.

### **Eatec Supplier Purchase Order Module:**

All orders placed to the successful proposer must be done electronically through the Eatec Purchase Order module. The Ordering interface must be setup so Eatec can send a comma-delimited file to the vendor, including quantities of each supplier item number ordered. The successful proposer should work with Agilysys to establish the data format that will be exchanged, such as supplier item number, unit pricing, pack identification parameters, and

quantity. The successful proposer must be able to accept multiple orders from the same UW-Platteville location on the same day. Confirmation of orders must be verified via e-mail within one hour of being sent through the Purchase Order module. Installation and completed testing of the Purchase Order interface must occur following award but prior to contract start.

#### Eatec Supplier Bid Module:

The successful proposer must have the ability to upload a file that includes pricing information daily. The data exchange will take place using FTP, comma-delimited file. The new pricing information is then imported into Eatec via import script. Additionally, a daily e-mail of the pricing file must be sent to UW-Platteville, acting as a confirmation that an upload took place.

#### Vendor Electronic Invoicing Interface

The successful proposer must have the ability to work with UW-Platteville staff, if UW-Platteville chooses to load invoices into Eatec via a comma-delimited file in the future. At that time, the successful bidder would incur the one (1) time cost to implement the Invoice Interface module with Agilysys plus the Annual Maintenance fee for this module. The successful proposer will work with UW-Platteville staff to establish the data format that will be exchanged, such as supplier item number, unit pricing, pack identification parameters, and quantity. The preferred method of retrieving invoices is the proposer provides a hyperlink to a file on a secured website. The file is then saved to a designated folder to later be imported into Eatec, on demand.

#### **MANDATORY REBATE REQUIREMENTS (0-20 POINTS)**

Deviations and rebates are a critical resource for the UW-Platteville. UW-Platteville requires successful proposes to return 100% of manufacturer rebates and deviations to the University. Show examples of rebate programs for similar sized University.

#### **EQUIPMENT REQUIREMENTS (0-10 points)**

##### Juice Dispenser

The contractor shall furnish three new 4 head bibb juice dispensing machines a Stations and The Crossing.

##### Maintenance

The contractor shall service and repair defective dispensers at no cost to the University of Wisconsin-Platteville. Repair service shall commence within 24 hours of notification. The contractor shall replace any dispenser that is inoperative for a period exceeding 24 hours. The contractor shall furnish all labor for maintenance function. The contractor shall furnish adequate instructions in the use of the system including initial setup, cleaning, and refilling to the dining personnel in each facility.

**Indicate agreement and describe how you will fulfill these requirements.**



**RFP PS-18-2309**

**UW-Platteville Score Sheet**

**Evaluator:** \_\_\_\_\_

<b>REQUIRMENT</b>	<b>Points Available</b>	<b>SCORE</b>
MANDATORY DELIVERY REQUIREMENTS	<b>0-10</b>	
MANDATORY TECHNICAL REQUIREMENTS	<b>0-60</b>	
MANDATORY REBATE REQUIREMENTS	<b>0-20</b>	
EQUIPMENT REQUIREMENTS	<b>0-10</b>	
<b>TOTAL</b>	<b>0-100</b>	

**Comments:**

### 3 Attachment #3: UW-Stout Campus Profile

#### INTRODUCTION

UW-Stout, located in Menomonie, WI, has an enrollment of over 9600 students. Of this population, approximately 3200 students are housed in residence halls on the campus. The estimated annual total spend for food covered by this contract is \$1,450,000, for paper and disposables is \$168,000, and for general cleaning supplies is \$8,000 for the operations listed below. The majority of the purchasing volume occurs during the academic year with summers and academic break periods requiring the same delivery schedule but lesser quantities.

#### SCOPE

Furnish groceries, meat, cheese, noncarbonated hot and cold juice and beverages (including dispensing equipment, listed below) paper and disposables products, and general cleaning supplies. The scope does not include contracted fresh bakery products; items covered by the pouring rights contract, including bottled, canned, and carbonated fountain beverages; items covered by the fluid milk, dairy products and fruit juice contract, and convenience store items.

#### **CAMPUS CONTACTS**

##### **UW-Stout Dining Service:**

Justin Krahn, Director  
1110 S Broadway, Room 160  
Menomonie, WI 54751  
715.232.2134  
[krahnju@uwstout.edu](mailto:krahnju@uwstout.edu)

##### **UW-Stout Procurement and Materials Management:**

Brent Tilton, Director  
817 S Broadway, Room 140  
Menomonie, WI 54751  
715.232.2346  
[tiltonb@uwstout.edu](mailto:tiltonb@uwstout.edu)

#### DINING SERVICE VENUES

"Dining Service Venues" shall mean the following Dining Service facilities and operations:

#### CAFETERIAS

##### **MERLE PRICE COMMONS CAFETERIA**

Located on the south end of campus, this facility was remodeled in 2009, and serves approximately 405,000 meals during the 30-week academic school year and is the primary summer camp and conference service location. Merle Price Commons typically offers year-round service, but will be closed the summers of 2018 and 2019, for a remodel and may, or may not, offer summer service after the remodel. During the summer of 2018 and 2019, summer camps and conferences will be served in the Fireside Café of the Memorial Student Center.

#### **NORTH POINT CAFETERIA**

Located on the north end of campus, this facility was built in 2010, and serves approximately 125,000 meals during the 30-week academic school year. This is an academic year operation that is closed in the summer.

### **MEMORIAL STUDENT CENTER**

Located in the Memorial Student Center building, this facility was remodeled in 2012, and serves approximately 455,000 patrons (not including catering) during the 30-week academic school year. The Fireside Café, Blue Devil Market, and University Catering all operate as part of the Student Center Dining operations. All supplies are ordered, and received as one, for the operations. This facility offers year-round service.

#### **FIRESIDE CAFE**

Located in the upper level of the Memorial Student Center, this venue operates weekdays during the academic school year in a food court style configuration. This facility includes: Poblanos, Girdiron Grill, Mexican, Innovations, Comfort Zone, and Heritage Deli, along with many other popular food and beverage items. This is an academic year operation that is closed in the summer.

#### **BLUE DEVIL MARKET**

Located in the lower level of the Memorial Student Center, this venue operates daily in a food court style configuration. This facility includes: Blue Devil Grill, Fire & Stone Pizzeria, Brew Devils and Buns & Bowls, along with an extensive c-store. The Blue Devil Market offers year-round service.

#### **UNIVERSITY CATERING**

This venue provides all types of catering services both on and off campus. Coffee services, luncheons and dinners, buffets and banquets, wedding receptions, box lunches, and pizza parties are a few of the services. On an average, catering has contact with over 50,000 customers per year.

### **OTHER RETAIL OUTLETS & SERVICES**

#### **NORTH POINT MINI MART AND LATE NIGHT**

This c-store, location on north campus, is within North Point Dining & Fitness Center. It offers wrapped sandwiches and salads, snacks, hot and cold beverages, retail items and short order

items daily. Evenings, the offerings expand to include grill items, smoothies, subs, and pizza. This is an academic year operation that is closed in the summer.

### **EXPRESSWAY LOCATIONS**

Three satellite locations (Jarvis Hall, Harvey Hall and Merle Price Commons) offer grab-and-go items including hot beverages, bottled beverages, salads, sandwiches, soup and snacks. These are academic year operations that are closed in the summer.

### **UWSTOUT CONCESSIONS**

Concessions are offered in Williams Stadium and Johnson Fieldhouse, offering traditional concessions items.

### **ACCOUNT NUMBERS**

Each unit shall have its own account and account number. Separate accounts numbers are required for each unit for groceries, paper products, and cleaning supplies.

Memorial Student Center

Merle Price Commons

North Point Dining

### **MANDATORY CAMPUS ORDERING/DELIVERY REQUIREMENTS**

No palletized deliveries accepted.

Each case must have the vendor delivery sticker attached. If there are more than 15 cases of the same item delivered at the same time, then batch stickering is allowed.

Each delivery sticker must be scanned to insure the invoice and items delivered match.

All deliveries will be checked in by UW-Stout staff, at time of delivery, in the presence of the delivery personnel.

Delivery of all items will be required, F.O.B. destination, to three (3) campus locations:

Each delivery location will have separate orders and deliveries.

#### **Merle Price Commons**

Phone: 715-232-1494 or 715-232-2380

Delivery Address: Loading Dock, Merle Price Commons, 1110 South Broadway, Menomonie, WI

Deliveries of all items, will be to the loading dock.

Note: Merle Price Commons loading dock is underground and has height limitations. The successful vendor will be responsible for determining the size of their trucks that will work with the loading dock layout.

<b>Order Deadline</b>	<b>Delivery Day of Week</b>	<b>Delivery Time frame</b>
Friday 5:00 p.m.	Monday	7:00 a.m. – 1:00 p.m.
Tuesday 5:00 p.m.	Wednesday	7:00 a.m. – 1:00 p.m.
Thursday 5:00 p.m.	Friday	7:00 a.m. – 1:00 p.m.

### **North Point Dining Service**

Phone: 715-232-1616

Delivery Address: Loading Dock, North Point Dining Hall, 208 2nd Street West, Menomonie, WI

Deliveries of shelf stable items must be made inside Room 111C with refrigerated and frozen items placed in walk-in cooler and freezer.

<b>Order Deadline</b>	<b>Delivery Day of Week</b>	<b>Delivery Time frame</b>
Friday 5:00 p.m.	Monday	6:00 a.m. – 1:00 p.m.
Tuesday 5:00 p.m.	Wednesday	6:00 a.m. – 1:00 p.m.
Thursday 5:00 p.m.	Friday	6:00 a.m. – 1:00 p.m.

### **Memorial Student Center**

Phone: 715-232-2480

Delivery Address: Loading Dock, Memorial Student Center, 302 10th Ave. East, Menomonie, WI

Deliveries of shelf stable items must be made inside Room 223 with refrigerated and frozen items placed in walk-in coolers and freezer.

<b>Order Deadline</b>	<b>Delivery Day of Week</b>	<b>Delivery Time frame</b>
Friday 5:00 p.m.	Monday	6:30 a.m. – 1:00 p.m.
Tuesday 5:00 p.m.	Wednesday	6:30 a.m. – 1:00 p.m.
Thursday 5:00 p.m.	Friday	6:30 a.m. – 1:00 p.m.

### **MANDATORY SOFTWARE INTERFACE REQUIREMENTS**

UW-Stout utilizes the FoodPro system/software managed by Aurora Information Systems as its food production system. UW-Stout uses the Vendor Bid and Vendor Order Interface module, and the Vendor Electronic Invoicing module within FoodPro. Key to the interface is the concept of vendor ordering numbers, which are vendor codes for products. The successful proposer will work with Aurora Information Systems, Inc. to establish these interfaces, and the successful proposer shall assume all interface costs. Cost in 2017 for a new vendor for the two (2) modules is \$4,600.00 (one (1) time cost), plus \$920.00 Annual Maintenance Contract for these modules. If these modules are already in place with UW-Stout, then the only cost is the Annual

Maintenance Contract. The successful proposer shall assume the cost of setting up and maintaining these FoodPro interfaces, as well as any IT needs on the proposer's systems.

The following provides more technical detail on the specific requirements.

### **Vendor Bid and Order Interface**

The successful proposer must have the ability to upload a file that includes pricing information on a weekly basis. The data exchange should take place using FTP. A copy of the pricing information must also be emailed to the university to serve as the official notification of price changes. Email is also used to confirm that an upload took place. The new pricing information is then imported into FoodPro on demand, by UW-Stout.

The Ordering interface is set up so UW-Stout can send a comma-delimited file to the vendor, including quantities of each item ordered. The successful proposer should work with Aurora Information Systems to establish the data formats that will be exchanged, such as product code, unit pricing, pack identification parameters (accommodating split packs when appropriate) and quantity.

### **Vendor Electronic Invoicing Interface**

The successful proposer must have the ability for the campus to load invoices into FoodPro via a comma-delimited file. These invoices require that the same information be on them that is on the invoice as required in Section B, item 14.0. The preferred method of retrieving invoices is the proposer provides a hyperlink to a file on a secured website. The file is then saved to a designated folder to later be imported into FoodPro, on demand.

Invoices must be available no later than 8:00 a.m., the day after delivery.

**UW-Stout**

**MANDATORY EQUIPMENT REQUIREMENTS**

Contractor shall provide the equipment as specified:

**Merle Price Commons**

**Cafeteria**

**2 each Counter Post Mix Model Dispenser**

Six flavor head unit for dispensing BIB juice and drinks with fast flow valves  
Remote BIB system  
120 volt  
Cornelius Impulse 1-6 UF-1, or approved equal

1 each Rack system for storage and dispensing of BIB beverages (as part of post mix dispenser listed above).

**1 each Powdered Beverage Dispenser**

Three head unit for dispensing powdered beverages including hot chocolate, cappuccino, etc. Unit to whip product prior to dispensing. Continuous flow or portion control flow to be user settable.  
Product strength to be user settable.  
Direct connect to water source.  
120 volt  
Bunn FMD DBS-3 BLK, or approved equal

**1 each Liquid Concentrate Coffee Dispenser**

Single head unit for brewing into standard air pots. Hot water dispensing available on unit.  
Direct connect to water source.  
120 volt  
NG100 Single Liquid Coffee Machine (Smuckers), or approved equal

## **North Point Dining and Fitness Center**

### **Cafeteria**

#### **2 each Counter Post Mix Model Dispenser**

Six flavor head unit for dispensing BIB juice and drinks with fast flow valves

Remote BIB system

120 volt

Cornelius Impulse 1-6 UF-1, or approved equal

1 each Rack system for storage and dispensing of a minimum of 10 BIB's (as part of post mix dispenser listed above).

#### **1 each Powdered Beverage Dispenser**

Three head unit for dispensing powdered beverages including hot chocolate, cappuccino, etc. Unit to whip product prior to dispensing. Continuous flow or portion control flow to be user settable. Product strength to be user settable.

Direct connect to water source.

120 volt

#### **1 each Liquid Concentrate Coffee Dispenser**

Single head unit for brewing into standard air pots. Hot water dispensing available on unit.

Direct connect to water source.

120 volt

### **Northern Express and PM**

#### **1 each Powdered Beverage Dispenser**

Three head unit for dispensing powdered beverages including hot chocolate, cappuccino, etc. Unit to whip product prior to dispensing. Continuous flow or portion control flow to be user settable. Product strength to be user settable.

Direct connect to water source.

120 volt

Bunn FMD DBS-3 BLK, or approved equal



1 each Air Pot Coffee Brewer

Single head unit for brewing into standard air pots. Hot water dispensing available on unit.

Direct connect to water source.

120 volt

Bunn CWT15-APS, or approved equal

6 each Air Pots (for air pot brewer listed above)

**Memorial Student Center**

**Fireside Cafe**

1 each Powdered Beverage Dispenser

Five head unit for dispensing powdered beverages including hot chocolate, cappuccino, etc. Unit to whip product prior to dispensing. Continuous flow or portion control flow to be user settable. Product strength to be user settable.

Direct connect to water source.

120 volt

Bunn FMD FMD-5 BLK, or approved equal

1 each Air Pot Coffee Brewer

Double head unit for brewing into standard air pots. Hot water dispensing available on unit.

Direct connect to water source.

208 volt, 1 phase

Bunn AXIOM-TWIN-APS, or approved equal

8 each Air Pots (for air pot brewer listed above)

**Blue Devil Market**

2 each Air Pot Coffee Brewer

Double head unit for brewing into standard air pots. Pour through water or water reservoir.

Direct connect to water source.

208 volt, 1 phase

Bunn AXIOM-TWIN-APS, or approved equal

2 each Powdered Beverage Dispensers

Three head unit for dispensing powdered beverages including hot chocolate, cappuccino, etc. Unit to whip product prior to dispensing. Continuous flow or portion control flow to be user settable. Product strength to be user settable.

Direct connect to water source.

120 volt

Bunn FMD DBS-3 BLK, or approved equal

1 each Liquid Concentrate Coffee Dispenser, NG100 Single Liquid Coffee Machine (Smuckers), or approved equal.

Single head unit for brewing into standard air pots. Hot water dispensing available on unit.

Direct connect to water source.

120 volt

NG100 Single Liquid Coffee Machine (Smuckers), or approved equal

12 each Air Pots (for air pot brewer listed above)

### **University Catering**

1 each Liquid Coffee Concentrate High Volume Dispensers

Double head unit for dispensing regular and/or decaffeinated coffee. Flow rate of about 3 gallons per minute. Continuous flow dispensing. Hot water dispensing available on unit.

Direct connect to water source.

208 volt, 1 phase

Bunn LCR-3-HV (W/LiquiBox AC/DII)

### **Expressway Locations**

#### **Jarvis Express**

1 each Air Pot Coffee Brewer

Double head unit for brewing into standard air pots. Pour through water or water reservoir.

Direct connect to water source

208 volt, 1 phase

Bunn AXIOM-TWIN-APS, or approved equal

8 each Air Pots (for air pot brewer listed above)

1 each Powdered Beverage Dispensers

Three head unit for dispensing powdered beverages including hot chocolate, cappuccino, etc. Unit to whip product prior to dispensing. Continuous flow or portion control flow to be user settable. Product strength to be user settable.

Direct connect to water source.

120 volt

Bunn FMD DBS-3 BLK, or approved equal

**Commons Mini Mart**

1 each Air Pot Coffee Brewer

Single head unit for brewing into standard air pots. Pour through water or water reservoir.

Direct connect to source water.

120 volt

Bunn CWT15-APS, or approval equal

3 each Air Pots (for air pot brewer listed above)

1 each Powdered Beverage Dispenser

Three head unit for dispensing powdered beverages including hot chocolate, cappuccino, etc. Unit to whip product prior to dispensing. Continuous flow or portion control flow to be user settable. Product strength to be user settable.

Direct connect to water source.

120 volt

Bunn FMD DBS-3 BLK, or equal

**Harvey Hall Expressway**

1 each Air Pot Coffee Brewer

Single head unit for brewing into standard air pots. Pour through water or water reservoir. Direct connect to water source.

120 volt

Bunn CWT15-APS, or approved equal

3 each Air Pots (for air pot brewer listed above)

1 each Powdered Beverage Dispenser

Three head unit for dispensing powdered beverages including hot chocolate, cappuccino, etc. Unit to whip product prior to dispensing. Continuous flow or portion control flow to be user settable. Product strength to be user settable.

Direct connect to water source.

120 volt

Bunn FMD DBS-3 BLK, or approved equal

## **Concessions**

### **Williams Stadium**

**1 each High Volume Liquid Coffee Concentrate Dispensers**

Single head unit for dispensing coffee. Continuous flow or portion control flow to be user settable. Hot water dispensing available on unit.

Direct connect to water source.

208 volt, 1 phase

NG300 Single Liquid Coffee Machine (Smuckers), or approved equal

**2 each Powdered Beverage Dispensers**

Three head unit for dispensing powdered beverages including hot chocolate, cappuccino, etc. Unit to whip product prior to dispensing. Continuous flow or portion control flow to be user settable. Product strength to be user settable.

Direct connect to water source.

120 volt

Bunn FMD DBS-3 BLK, or approved equal

### **Johnson Fieldhouse**

**1 each Air Pot Coffee Brewer**

Single head unit for brewing into standard air pots. Pour through water or water reservoir. (No direct connect to water.)

120 volt

Bunn CWT15-APS, or approved equal

**3 each Air Pots (for air pot brewer listed above)**

**1 each Powdered Beverage Dispenser**

Three head unit for dispensing powdered beverages including hot chocolate, cappuccino, etc. Unit to whip product prior to dispensing. Continuous flow or portion control flow to be user settable. Product strength to be user settable.

Direct connect to water source.

120 volt

Bunn FMD DBS-3 BLK, or approved equal

**RFP PS-18-2309****UW-Stout Score Sheet****Evaluator:** \_\_\_\_\_

<b>REQUIRMENT</b>	<b>Points Available</b>	<b>SCORE</b>
MANDATORY REPORTING REQUIREMENTS	<b>No Points Available</b>	
MANDATORY SOFTWARE INTERFACE REQUIREMENTS	<b>0-40</b>	
MANDATORY CAMPUS ORDERING/DELIVERY REQUIREMENTS	<b>0-50</b>	
EQUIPMENT REQUIREMENTS	<b>0-10</b>	
MANDATORY REBATE REQUIREMENTS	<b>No Points Available</b>	
<b>TOTAL</b>	<b>0-100</b>	

**Comments:**

## 4 Attachment #4: UW-Stevens Point Campus Profile

### **INTRODUCTION**

The University of Wisconsin -Stevens Point (UWSP), located in Stevens Point, Wisconsin, has an enrollment of approximately 8,300 students. Of this population, approximately 3,000 students reside in residence halls on the campus. The majority of the purchasing volume occurs during the academic year. Summer and academic break periods will have altered delivery schedules, based on reduced campus activity.

### **BACKGROUND**

The university began a self-operated dining program in the summer of 2009 following decades of contracted food service. The university is seeking a prime vendor to supply food and other grocery items, and to serve as an active and creative partner with the institution to provide a high-quality dining program with emphasis on local and sustainable. The estimated annual dollar volume for food purchased by Dining and Summer Conferences (DSC) covered by this contract is \$2,000,000.

Other UW-Stevens Point food service operations included in this contract include: The Basement Brewhaus, College of Professional Studies (CPS) Café, Treehaven and Central Wisconsin Environmental Stations (CWES) with estimated annual dollar volume for food purchase of \$58,000 at CWES, \$35,000 at The Brewhaus, \$140,000 at CPS Café, and \$130,000 at Treehaven.

### **SCOPE**

Furnish groceries, meat, cheese, and noncarbonated hot and cold juice and beverages (including dispensing equipment listed below. The scope does not include paper and disposables that are included in State of WI contracts 505ENT-M17-DSPSBLFOOD-00 and 505ENT-M17-DSPSBLPPRP-00 and spices that are included in State of WI Department of Health Services contract [435820-O16-FoodIndHd---01](#), or a future drafted DOA Spice Contract. The scope does not include contracted fresh bakery products, bottled, canned and carbonated fountain beverages and convenience store items.

UWSP wishes to purchase a target amount of 25% of food items from Wisconsin-based, environment friendly, organic, and natural food suppliers during the course of this contract. The campus seeks a partnership with the successful vendor to establish a cost effective program of local and sustainable purchasing. Local is defined as being produced within 150 miles of Stevens Point and regional as being produced within 250 miles of Stevens Point.

Dining and Summer Conferences at University of Wisconsin -Stevens Point reserves the right to purchase food products that are not available by the successful vendor from others if deemed in the best interest of the University and its students. DSC reserves the right to continue established relationships with local vendors providing specialty items.

**CAMPUS CONTACTS**

**University of Wisconsin-- Stevens Point Contract Administrator:**

Suzette Conley

Director of Dining and Summer Conferences

1015 Reserve Street, Room 240

Dreyfus University Center

University of Wisconsin-Stevens Point

Stevens Point, WI 54481

Voice: 715-346-4368

Fax: 715-346-4372

E Mail: [sconley@uwsp.edu](mailto:sconley@uwsp.edu)

**University of Wisconsin--- Stevens Point Purchasing Department:**

Heidi Wallner

Purchasing Agent

2100 Main Street, Room 041 W

University of Wisconsin- Stevens Point

Stevens Point, WI 54481

Voice: 715-346-2926

Fax: 715-346-4011

E Mail: [Heidi.Wallner@uwsp.edu](mailto:Heidi.Wallner@uwsp.edu)

## **DINING SERVICE VENUES**

### **DeBot Residential Dining Center (Upper)**

Located on the north end of campus among the residence halls, this facility currently serves an all-you-care-to-eat residential board program for a residential population of approximately 3,000 on-campus students totaling approximately 302,000 meals during the September – May academic year.

DeBot Center also houses a campus central bakery providing bread, rolls, muffins, cakes, pies, and other bakery items for all DSC locations.

### **DeBot Center Convenience Store (Lower)**

The DeBot C-Store provides a convenience store featuring made to order food stations including pizza, deli, grille, Mexican and a large Grab-n-Go section with salads, yogurt parfaits, etc. The C-Store offers a grocery store format for packaged food goods, bottled and canned beverages, fountain beverages, packaged ice cream, packaged snack chips, and various personal items. The prime vendor will provide food items for the made to order food stations.

### **Dreyfus University Center Food Court**

Located in the Dreyfus University Center (DUC), this venue serves approximately 800 customers daily during the nine-month school year in a food court. This facility includes: Buen Provecho (made to order Tex-Mex and accompaniments); Up in Flames (traditional hamburger, chicken, fries, etc.) The Spicy Meatball (made to order pizza and pasta items, along with some fried and grilled items—open for lunch and dinner); Pointer Express (grab-n-go beverages, dairy items, premade sandwiches, salads, desserts and bottled beverages); Bistro (soup and salad, panini sandwiches); Dawg Deli (made to order deli); Sizzlin Wok (made to order Asian entrees); along with many other popular food and beverage items.

During the June through August period Dreyfus University Center typically serves summer conference groups and camps, with daily counts ranging from 100-600 per meal during the 10 week summer period. DSC provides food service for the Special Olympics Wisconsin Summer Games.

DSC also provides food service to the YMCA Childcare program. There will be a weekly Red Barn Dairy milk delivery to the YMCA provided by the vendor.

### **Home Grown Café: First Floor of the DUC**

Open during the academic year, this operation serves as a quick stop for visitors to the Dreyfus University Center from early morning through late afternoon operational hours.

Serving coffee and coffee based beverages, smoothies, fresh bakery, bottled beverages, and packaged snacks. The Homegrown Café features local and sustainable foods as a focus.



### **Food for Thought Café: First Floor of Albertson Hall**

Open during the academic year, this satellite operation offers bakery, sandwiches, snacks, frozen items, bottled cold beverages, and coffees.

### **Chem/Bio Building Café: First Floor of Chem/Bio Building**

Opening Fall 2018, this satellite operation will offer coffee and specialty coffee drinks, bottled cold beverages, snacks, bakery and grab-n-go sandwich options.

### **University Catering**

Provides all types of catering services both on and off campus. Coffee service, luncheon and dinner, buffet and banquet, wedding receptions, box lunches, and pizza service are available.

The catering department has contact with over 77,000 customers involved in over 650 events per year.

Catering requires a dedicated sales person that handles specialty items requested for catering events in a timely manner.

### **TEMPORARY DSC Facilities during DeBot renovation 5/18—6/19**

The DeBot Dining Center will be undergoing renovation from May 2018 through May 2019. Temporary locations will be in operation from August 2018 through May 2019. The AYCE facility will be discontinued for a year; increased hours and stations will be available in the Dreyfus University Center Food Court area. The Convenience Store facility will be temporarily located in the lower level of the Allen Center at 400 Illinois Avenue. Frequency of deliveries will be determined dependent on available storage space at all DSC locations. Timing of deliveries will need to occur between 5:00 a.m. – 8:00 a.m.

### **The Basement Brewhaus**

Located in the Dreyfus University Center, the Basement Brewhaus serves bottled beer, soda, baked items and coffee based beverages. The primary purchases made through the prime vendor contract for the Brewhaus will be milk, soy milk, and creamer for coffee drinks, personal pack cream cheese for bagels, bagged and prepacked snack items, chips, bottled juices, frozen soups, cleaning and dishwashing supplies, and disposable paper and utensil items. The Brewhaus is open seven days per week during the academic year.

### **College of Professional Studies (CPS) Café**

Located in the College of Professional Studies building, the CPS Café operates five days per week during the academic year as a working retail operation and laboratory for UWSP students studying dietetics, nutrition, and applied food science. The CPS Café focuses on locally grown and organic meats, vegetables, bakery items, and beverages. CPS Café purchases from the prime vendor would include the above mentioned food items with a focus on more premium

ingredients and more scratch bakery ingredients, expanded variety of produce, disposables, and cleaning supply items.

### **Central Wisconsin Environmental Station (CWES)**

Located in Amherst Junction, WI, the CWES Café operates seven days a week. CWES focuses on locally grown products when possible. They will require a 100% juice product and dispensing equipment and require Red Barn Dairy products.

### **Treehaven**

Treehaven is a 1,400 acre UWSP/College of Natural Resources Field Station located 80 miles north of campus. Treehaven offers year round food service, lodging and classroom space. They will require a 100% juice product and dispensing equipment and require Red Barn Dairy products.

## **MANDATORY ORDERING AND DELIVERY REQUIREMENTS**

Each unit shall have an identifying name and account number:

DeBot Center (Upper)  
DeBot C Store (Lower)  
DUC Food Court  
DUC Homegrown Café  
Chem/Bio Café  
Catering Services  
Basement Brewhaus  
CPS Café  
Treehaven  
CWES  
YMCA

Delivery of all items will be required, F.O.B. destination, to the appropriate location:

- DeBot Residential Center, 325 Isadore Street, Stevens Point, WI 54481
- Dreyfus University Center, 1015 Reserve Street, Stevens Point, WI 54481
- Chem/Bio Building, 2101 Fourth Avenue, Stevens Point, WI 54481
- Temporary C Store, 400 Illinois Avenue, Stevens Point, WI 54481
- College of Professional Studies, 1901 Fourth Ave., Room 125, Stevens Point, WI 54481
- Treehaven Field Station, W2540 Pickerel Creek Road, Tomahawk, WI 54487

\*\*Accurate driving directions found at [www.uwsp.edu/treehaven](http://www.uwsp.edu/treehaven)

**\*\*Spring road weight limits—vendor will need to work with Treehaven Kitchen Manager regarding spring road conditions requiring smaller trucks/vans due to spring road conditions.**

- Central Wisconsin Environmental Station (CWES), 10186 Cty Rd MM, Amherst Junction, WI 54407

**\*\*Delivery issues at CWES require a smaller trailer/truck to get in/out**

- Stevens Point YMCA, 1000 Division Street, Stevens Point, WI 54481

**\*\*No dock. Must deliver to Childcare Room and place in refrigeration**

- Next day delivery for orders placed by 5:00 p.m. the previous day
- Monday delivery for orders placed by 3:00 p.m. Friday
- 5 days/week delivery
- Delivery time frame specified by each delivery location

<b>Location</b>	<b>Delivery Day</b>	<b>Delivery Time frame</b>
DeBot Center:	MTWThF	5:00 a.m.—11:00 a.m.
Dreyfus University Center:	MTWThF	5:00 a.m.—11:00 a.m.
Temporary locations	MTWThF	5:00 a.m.—8:00 a.m.
CPS:	MTWThF	6:30 a.m.—11:30 a.m.
Treehaven	TTh	8:00 a.m.—2:00 p.m.
CWES:	M, F	7:00 a.m.—8:00 a.m.
YMCA:	M	7:00 a.m.—9:00 a.m.

Each delivery location will designate up to two people to place orders.

Phone number reference for orders:

Dreyfus University Center	715-346-3860
DeBot Center (Upper)	715-346-4736
DeBot Center (Lower)	715-346-4391
Treehaven	715-453-4106
Basement Brewhaus	715-346-4949
CPS Café	715-346-4848

CWES

715-824-2428

**Indicate agreement and describe how you will fulfill these mandatory ordering and delivery requirements.**

**MANDATORY REBATE REQUIREMENTS (0-5 POINTS)**

Deviations and rebates are a critical resource for the UW-Platteville. UW-Stevens Point requires successful proposes to return 100% of manufacturer rebates and deviations to the University. Show examples of rebate programs for similar sized University.

**MANDATORY REPORTING REQUIREMENTS**

Comprehensive Data Collection and Reporting

Velocity Reports

Historical Procurement Activity/Sales

Local/sustainable report annually with dollar spend per product/vendor

Fair Trade purchasing report annually with dollar spend per product/vendor

**Indicate agreement and describe how you will fulfill these mandatory reporting requirements.**

**MANDATORY TECHNICAL REQUIREMENTS:**

UWSP utilizes the CBORD Foodservice Suite (FSS) system/software as its food production system. The successful vendor will work with The CBORD Group, Inc. to establish these interfaces. The successful vendor will be required to set up the original database of vendor ordering numbers. Successful vendor shall assume all Foodservice Suite interface costs, The CBORD Group, Inc. license costs, the cost of setting up and maintaining the database, as well as any IT needs on the vendor's systems. As of August 2017, the one-time initial cost to CBORD from the successful vendor will be \$13,010.40 and the annual fee will be \$2,206.26.

(This pricing is subject to increase at the end of every December. Suggestion for budgeting is 3 to 5% price increase.)

The successful vendor will be required to provide nutrition and ingredients in all food products used in recipes. The successful vendor will provide staff trained by/on CBORD to provide CBORD support to:

Update the database to include, but not be limited to:

- Ingredients
- Item numbers
- Key names
- Nutrition
- Allergens
- Item substitutions in recipes
- Creating labels compatible with NetHims for:
  - Service line
  - Inventory storage areas

### **Vendor Bid and Order Interface**

The successful vendor's direct order entry software must have the ability to interface with CBORD's Order Transmission Module (OTM). The direct order entry software must have a weekly and monthly automated price updating system.

The successful vendor will provide a technical support person assigned to work with CBORD technical support to ensure proper communication occurs between the different software systems. This support person will also have regular communication with the DSC CBORD Administrator.

A back up manual call or fax in system shall be established for when internet access, the on-line direct order entry system, or the CBORD OTM interface is unavailable.

### **Vendor Electronic Invoicing Interface**

The successful vendor must have the ability to accept invoices to a secure FTP website. The preferred method of retrieving invoices is the vendor provides a hyperlink to a file on a secured website (FTP site).

### **Software Interface Requirements:**

Internet electronic order system, as delineated below:

Electronic order system with the following capabilities:

...Confirms orders within 1 hour

...Status on unconfirmed delivery items

...Notification of subbed items with nutrition information to verify like item within 1 hour of order

...Handle multiple orders daily

...Handle multiple line orders

...Periodic product/price updates, as applicable

...The Cost Plus Mark Up percentages must remain firm during the contract term

...Export

...Export, including comma delimited format

...Generate product order history

...Match orders to invoices

...Is in current use at a similar sized facility

...Installation & test of system following award prior to start of contract

...System support for:

.....Recipe files

.....Ingredient lists

.....Food costing

.....Inventory via barcode

**Indicate agreement and describe how you will fulfill these mandatory technical requirements.**

**MANDATORY EQUIPMENT REQUIREMENTS:**

Equipment for the purposes of this agreement refers to dispensing equipment required to produce a finished product for consumption by the customer.

Vendor shall provide, as part of this contract, spec/cut sheets for the equipment, as specified, that they propose to install. If the university determines the equipment proposed may/does not meet its needs, the vendor will be asked for suitable options.

The University requires the vendor to provide dispensing equipment that is new, or equipment refurbished to “like new” condition. Equipment shall be of most recent model. Equipment shall be listed as certified by the Automatic Merchandising Industry Health Code.

The University requires the vendor to service and repair defective equipment at no cost to the University within 24 hours of notification. The vendor shall furnish a new dispenser if repairs cannot be completed within 48 hours. The vendor shall furnish adequate training and instructions in the use of all systems including initial set-up, cleaning and refilling.

The successful Vendor can expect to provide equipment that could include:

- Liquid Coffee Dispensers
- Liquid 100% Juice Dispensers
- Liquid Flavored Water Dispensers
- Shuttle Pot Coffee Brewing Systems
- Specialty Coffee/Hot Cocoa Dispensing Systems
- Shuttle Pots, Display Racks, and Associated Signage and POS

Removal of equipment upon termination of contract:

Upon termination or expiration of this contract, vendor shall vacate and return the premises to the University in the same condition at the time the vendor entered the premises, reasonable use and wear expected.

Any equipment not removed from the University locations on termination of this contract after ten (10) days written notice to the vendor may be removed and treated as abandoned property. All costs of removal, storage and product and revenue lost shall be the vendors.

**Indicate agreement and describe how you will fulfill these equipment requirements.**

**MANDATORY SUSTAINABILITY REQUIREMENTS:**

- Identify and provide a list of growers/producers/manufacturers within a 150 mile radius of Stevens Point that you currently distribute product for.
- Identify and provide a list of growers/producers/manufacturers within a 250 mile radius of Stevens Point that you currently distribute product for.

- Identify and provide a list of sustainability initiatives in vendor's daily business practices.
- Provide and support a Green Planet Chemical system.
- Provide a Green Planet chemical system dispenser tower in all DSC locations.
- Provide compostable and recyclable packaging made in the USA.
- Assistance in showcasing vendor's sustainability initiatives at the annual UWSP Sustainability Fair interacting with UWSP students and staff.
- Need to offer a variety of Fair Trade products (coffee, sugar, tea, etc.).
- Provide two customer references who can discuss your execution of providing local and sustainable products.

**Indicate agreement and describe how you will fulfill these sustainability requirements.**

**MANDATORY SERVICE REQUIREMENTS:**

- Assistance with Food Show for student employee staff every fall
  - Create evaluation form for vendors to use for products being showcased, share results with DSC
  - Organize up to 30 vendors to showcase new products appropriate for demographic with a focus on local and sustainable during a two hour event
- Assistance with the Taste Test program for student customers; currently featured three days every semester
  - Bring in local vendors to interact with student customers, showcasing local and sustainable products
  - Create evaluation form for vendors to use for products being showcased, share results with DSC
- Chemical Safety/MDS training for DSC classified and student staff
  - Classified staff training once every fall
  - Student staff trainings—up to 4x/year
- Site visits on a monthly basis are the minimum expectation, but also dependent on business needs
- Need to work with other vendors that DSC has relationships with to transport, store, and deliver product as needed/ordered. (i.e. Boxed water, wine, apples, etc.)
- Red Barn Dairy products are mandatory at all DSC locations, Treehaven and CWES during the academic year and are preferred year round.
- DSC mandates no trans-fat or MSG in products received



**Indicate agreement and describe how you will fulfill these service requirements.**

**RFP PS-18-2309****UW-Stevens Point Score Sheet****Evaluator:** \_\_\_\_\_

<b>REQUIRMENT</b>	<b>Points Available</b>	<b>SCORE</b>
MANDATORY ORDERING/DELIVERY REQUIREMENTS	<b>0-20</b>	
MANDATORY REPORTING REQUIREMENTS	<b>0-5</b>	
MANDATORY TECHNICAL REQUIREMENTS	<b>0-40</b>	
MANDATORY EQUIPMENT REQUIREMENTS	<b>0-5</b>	
MANDATORY SUSTAINABILITY REQUIREMENTS	<b>0-15</b>	
MANDATORY SERVICE REQUIREMENTS	<b>0-10</b>	
MANDATORY REBATES	<b>0-5</b>	
<b>TOTAL</b>	<b>0-100</b>	

**Comments:**

## 5 Attachment #5: Cost Proposal – Market Basket Bid Sheet

Suppliers are required to complete the attached: Attachment #5 Excel Spreadsheet Cost Proposal Bid Sheet.

Attachment #5 Excel Spreadsheet Cost Proposal Bid Sheet Line items of requested Market Basket Products shall not be altered by the proposer. (Alteration of products may result in disqualification of Proposal.) Proposers are required to complete the Cost Proposal Tab for each Campus they propose/bid.

**6 Attachment #6: Checklist**

**PS-18-2309**  
**Bid Submittal Checklist**

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

- ☐ Section E, Attachment #5 – Excel Cost Proposal Spreadsheet. Complete Market Basket Product Pricing Tab for each Campus to be Proposed.

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

- ☐ Section A, Numbers 4 (Items 4.1-4.12), 5 (Items 5.1- 5.9), 6 (Items 6.1-6.3): Provide written response to each individual item for scoring
- ☐ Section E, Attachments #1 through #4: Provide written response to the Campus Profile Business Requirements for Campus Scoring.
- ☐ Appendix No. 3 – Vendor Information DOA 3477
- ☐ Appendix No. 4 – Vendor Client Reference DOA 3478
- ☐ Appendix No. 5 – Vendor Contract Information
- ☐ Appendix No. 6 – Designation of Proprietary Information
- ☐ Appendix No. 7 – Affidavit
- ☐ Appendix No. 8 –Bank References
- ☐ Appendix No. 9 – State of Wisconsin Standard Terms and Conditions
- ☐ Appendix No. 10 – Secondary Vendor Cost Plus Markup Proposal
- ☐ Appendix No. 11 –Weekly Price Change Timetable
- ☐ Appendix No. 12 – RFP Response Checklist

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