

UNIVERSITY OF WISCONSIN SYSTEM



REQUEST FOR BID PS-17-2532

Vending Food Service
for the University of Wisconsin-Parkside

DATE OF ISSUE: April 11, 2017

Issued By
University of Wisconsin System Administration
Office of Procurement

Bid Due Date: May 18, 2017 2:00 PM (CST)

There will be a public opening at

UWSA Office of Procurement
780 Regent Street
Madison, WI 53715
Conference Room 123 @ 2:00 PM (CST)

Vendor Conference (Site Survey) at UW-Parkside

Date: Tuesday April 25, 2017

Time: 10:00 AM (CST)

Walnut Room – UW-Parkside Student Center

Late Proposals will not be accepted and will be rejected!

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

BIDS MUST BE SEALED AND ADDRESSED TO:
(Return this page only.)

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

REQUEST FOR BID

Vending Food Service
For
University of Wisconsin-Parkside

**THIS IS NOT AN ORDER
BIDDER (Name and Address)**

Remove from bidder list for this commodity/service.

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # PS-14-2266. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than May 18, 2017 at 2:00 PM CST	
Name (Contact for further information) Paul D. Schlough, Procurement Specialist Senior	
Phone (608) 265-0557	Date April 11, 2017
Quote Price and Delivery FOB	
<input type="checkbox"/> Fax bids are accepted	
<input type="checkbox"/> Fax bids are not accepted	

Item No.	Quantity and Unit	Description	Price Per Unit	Total
		Vending Food Service for the University of Wisconsin-Parkside. Site Survey at UW-Parkside on Tuesday April 25, 2017 at Walnut Room University Wisconsin-Parkside Student Center @ 10AM (CST)		

Payment Terms Net 30

Delivery Time

We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. **Does Not Apply to Printing Bids.**

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

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

Yes No Unknown

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

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

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

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

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Section A

1 Format of Bid

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

1.1 Signed Request for Bid Sheet DOA-3070

Include here the signed Request for Bid sheet included with the bid and those certifications required for submittal of a bid. Bids submitted in response to this RFB must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

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

1.2 State of Wisconsin Terms and Conditions

Agreement to The State of Wisconsin Standard Terms and Conditions as stated in Section B, Item No. 3 of this Request for Bid Document.

These standard and supplemental terms and conditions shall govern this proposal and subsequent award. Vendors must accept these terms and conditions. **Submission of any standard vendor contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection**

of the vendor's proposal. The State reserves the right to negotiate contractual terms and conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.

1.3 Additional Information

Include here the completed forms Attachments No. 1 through 7 as listed in Section C No. 2 of this Request for Bid. These attachments should be included along with any other forms required in this Request for Bid. Include all additional information that will be essential to an understanding of the bid. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the bid document.

1.4 Cost Information

Provide cost information on the Request for Bid sheet or the cost sheets in this RFB. This requires the completion and submission of the Bid Submittal Sheet Section B, No.1 and No. 2. All costs for furnishing the product(s) and/or service(s) included in the bid in accordance with the terms and conditions in this RFB must be included.

1.5 Multiple bids

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

1.6 Incurring Costs

INCURRING COSTS: The State of Wisconsin and University of Wisconsin System (including the Board of Regents of the University of Wisconsin System, its officers, agents and employees) are not liable for any cost incurred by a vendor in the process of responding to this RFB.

1.7 Questions

Any questions concerning this RFB must be submitted in writing on or before C.O.B. **April 27, 2017** to:

University of Wisconsin System Administration, Office of Procurement
Attn: Paul D. Schlough, Procurement Specialist Senior
Room No.105
780 Regent Street
Madison, WI 53715

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

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

From the date of release of this RFB, until a Letter of Intent is issued, all contacts with the University of Wisconsin System Personnel regarding this RFB shall be made through this purchasing section in the University of Wisconsin System Administration (UWSA) Office of Procurement. **Violation of this condition may be considered sufficient cause for rejection of a bid, irrespective of any other considerations.**

Each bid shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

1.8 Method of Request for Bid Submission

Vendors must submit two (2) hard copy originals, marked as such, and one copy of all materials required for acceptance of their bid by the deadline shown on the Request for Bid form. Vendors must also submit Two (2) electronic copies of the Bid Submission on USB Flash Drive. One (1) copy of the Bid submission must be submitted on a USB Flash Drive. This Flash Drive must also include a second (2nd) copy of the Bid with all proprietary information removed and clearly marked as such. Submission must be made to:

**University of Wisconsin System Administration Office of Procurement
Attn.: Paul D. Schlough, Procurement Specialist, Senior
Room Number 105
780 Regent Street
Madison, WI 53715**

Bids must be received by the receptionist in the above office. All bids must be time-stamped in by the University of Wisconsin System Administration Office of Procurement prior to the stated opening time. **Bids not so stamped will be considered late, and will not be accepted as a legitimate bid.** Receipt of a bid by the State mail system does not constitute receipt of a bid by the University of Wisconsin System Administration Office of Procurement, for purposes of this request for bids.

All bids must be packaged, sealed, and show the following information on the outside of the package:

Vendor's Name and Address
Request for Bids Title
Request for Bids Number
Bid Due Date

1.9 Basis of Bid Evaluation

The award shall be made to the bidder(s) with the best commission and/or annual guarantee which is in the best interest of the University as determined by the University. The University shall consider an alternative of a split group award for cold beverage only; with another exclusive contractor for the remaining vended items. The University shall determine if the bidder is financially, managerially and operationally capable of providing the required services based on the vendor's response to this bid. Only those vendors determined to be capable and currently operating Vending Food Services shall be considered. Representatives from the University reserve the right to inspect the bidder's facilities and other operations under the contractor's management prior to award of this bid.

1.10 Dispute Process

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

Rich Lampe

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

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

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

1.11 Firm Bids

All bids shall remain firm for a minimum of ninety (90) days from the date of bid opening.

1.12 Vendor Net 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 Vendor Net 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 Vendor Net to post simplified bids valued at \$50,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

2 Special Terms and Conditions

Vending Food Service for the University of Wisconsin-Parkside

2.1 Performance Bond

The successful Proposer, hereafter referred to as "Contractor", shall be required to furnish a performance bond in the amount of five thousand dollars (\$5,000). Such bond must be furnished upon notification by the University of Wisconsin System Administration Office of Procurement, and prior to contract award.

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

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

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

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

2.2 Inspection of Premises

Bidders are invited to inspect the project site completely prior to submitting bid in order to determine all requirements associated with the contract. A Site Survey will be held on April 25, 2017 at 10:00am Central Time in the Walnut Room of the UW-Parkside Student Center.

Failure to inspect adequately shall not relieve the contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract award.

For Additional Site Inspection Appointment
Prospective Bidders are to Contact: Rick Haskey
University of Wisconsin –Parkside
Telephone: (262) 595-2028
Email: haskey@uwp.edu

2.3 Contract Commencement/Length

It is the intent of the University to commence the resulting contract on July 1, 2017 and run through July 30, 2018 with the option of four (4) additional automatic one (1) year contract extensions.

2.4 Contract Cancellation

2.4.1 *Either Party May Terminate Contract*

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

2.4.2 *Cancellation for Breach of Contract*

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

2.4.3 *Written Notice*

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

2.4.4 *University Breach of Contract*

Should the University breach any terms or provisions of this contract, the contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the contractor may cancel the contract by giving sixty (60) days' notice, in writing, by registered or certified mail of its intention to cancel this contract.

2.4.5 *Discontinuation of Contract for Non-Appropriation of Funds*

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

2.4.6 *Maintenance of Required Insurance*

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

2.5 Parties to the Contract

The contract shall be between the State of Wisconsin, Board of Regents of the University of Wisconsin System doing business as the University of Wisconsin-Parkside hereafter referred to as the "University" and the successful bidder hereafter referred to as the "contractor" for the provision of Vending Food Service according to the terms set forth herein.

Campus Contract Administrator's (C.C.A.) Rick Haskey, the University Student Center Assistant Director shall be the representative of the University responsible for the administration of the contract.

Mr. Paul D. Schlough, Procurement Specialist - Senior, University of Wisconsin System Administration (UWSA) Office of Procurement will serve as the University of Wisconsin System Administration (UWSA) contract administrator.

2.6 Excused Performance

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

2.7 Insurance Requirements

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

COVERAGE AND MINIMUM LIMITS.

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

Additional Insured Provision

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

2.7.1 Remodeling or Renovation

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

2.7.2 Certificate of Insurance Requirements

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

Certificate of Insurance

The Contractor awarded the business of Vending Foodservice will be required to submit to the University of Wisconsin System Administration Office of Procurement a Certificate of Insurance that includes the following components:

- The insurance coverage limits required in Section B item 9 of this RFB Document.
- The University of Wisconsin System location/Institution listed on the Certificate of Insurance.
- The Contract Number (PS-17-2532) listed on the Certificate of Insurance.
- Additional Insured Provision Requirement (as documented in Section B item 9) must be named on the Certificate of Insurance.
- Certificate of Insurance must be current and on file with the University Of Wisconsin System Administration Office Of Procurement at all times during the life of the contract agreement.
- **Any Certificate of Insurance received missing the above named components will place the contract in breach and subject for termination.**

2.7.3 Commercial General Liability

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

2.7.4 Covenant Requiring Notice

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

2.7.5 Evidence of New Insurance

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

2.7.6 University Right to Cancel Contract

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

2.7.6.1 Cancellation by University

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

2.7.6.2 Written Notice

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

2.7.6.3 Cancellation by Contractor

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

arrangements be made for corrections, the Contractor may cancel the contract by giving a sixty (60) day notice, in writing, by registered or certified mail of its intention to cancel this contract.

2.7.6.4 Termination by Either Party

The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice one hundred and eighty (180) days prior to such anniversary date.

2.7.7 Contractor Agrees to Indemnify

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

2.8 Additional Services

The contractor agrees that items relative to Vending Food Service which are not covered herein may be added to this bid and resulting contract by the University without voiding the provisions of the existing contract. Additional services shall be furnished to the University by the contractor with additional consideration as needed to make it legally enforceable.

The University intends to acquire Vending Food Service exclusively from the contractor with the exclusion of two general merchandiser machines of which the Vending Food Service provider will supply the machine and UW-Parkside's Dining Services provider will provide the food for the machine and maintain the general merchandiser machines.

2.9 Service of University Locations and Leased Locations

The terms and obligations of this contract shall be applicable to Vending Food Service operated in various and separate locations of the University including those locations leased by the University to tenants in which the specified service shall be required. Lessors of space to the University may reserve the right to determine the extent that the specified service shall be provided under this contract on their premises.

2.10 Contractor/Campus Contract Administrator(s) Regular Scheduled Meetings

Recognizing that the successful performance of this contract is dependent on favorable response from the users, the contractor shall meet regularly with Campus Contract Administrator/s (C.C.A.) to effect adjustments in operations, and shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and staff.

2.11 Adjustment of Terms

After the initial contract year, the parties upon mutual agreement may adjust the specific terms, commissions or guarantees of this contract where circumstances beyond the control of either party require adjustments. All adjustments shall be proposed in writing by the University to the System Office of Procurement for approval prior

to becoming effective. All required contract amendment(s) shall be issued by University of Wisconsin System Administration (UWSA) Office of Procurement.

2.12 Permits/Licenses/Bonds

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

2.13 Contractor to Furnish: Food, Beverages, Supplies, Equipment, Management and Labor

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

2.14 Contractor Use of Premises

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

2.15 University Regulation on Method of Service

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

Section B

1 Vending Food Service Specifications

1.1 Vending Food Service Requirements

The University desires a sound, well managed vending food service that will serve the varied components of the University, reflect professional attitudes that will enhance the image of the University, and provide its customers consistent and predictable service. The vending Cold Beverage and Snack Food Services shall be a supportive service for student activities and react to the changing trends in the vending industry (debit card vending) and changes in campus demographics.

1.2 Blackboard Debit System

The University utilizes the Blackboard Debit System, a vending debit card program for use by students, faculty and staff for purchase of products at all vending locations on campus. The University shall be responsible for the purchase of the cards, installation of communication lines and setting software parameters.

1.3 Contractor Responsibility

The contractor shall be responsible for:

1.3.1 *Vending Readers*

An annual Blackboard integration Ranger Card fee shall be charged annually for the life of the contract as specified in Schedule C Item 11

1.3.2 *Reporting Hardware and Software*

The purchase of hardware and software required to read sales information and produce reports required by this contract.

1.3.3 *Card Readers*

The Service provider will provide debit card readers on all vending machines allowing credit, debit and Ranger Card tender options.

1.3.4 *Equipment Replacement*

Additional equipment added or replaced for mechanical malfunction, failure or any other reason is required to have installed debit card vending readers prior to service at identified debit card vending sites.

1.3.5 *Meeting Debit Card Requirements*

The Contractor must meet all Debit Card process and system requirements. Additional vending debit card requirements are identified in the appendices attached.

1.4 University to Determine its Best Interest

The University shall determine that which is in the University's best interest regarding all such matters of the bookstore, convenience store and the manual food service. The contractor shall cooperate with the University to maintain comparable standards of service, food quality, menu variety and comparable portions and prices with that available in manual food services. At a time that it can be determined by the University that any of the manual food services can be better performed by vending food service, they may become part of the contractor's responsibility and amended to this contract by mutual agreement.

1.5 Special Functions

When appropriate, the University shall advise the contractor of campus functions which may require additional vending food service to maximize service and revenue potential. Large conferences and department sponsored activities are examples of such functions.

2 Vending Prices, Minimum Portions and Product Specifications

2.1 Product Portions and Pricing

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

2.2 List of Products/Price Adjustments

Prior to the start of the contract, the contractor shall provide a detailed listing of portions and prices of all other products intended to be served for prior approval by the University, with information copy to the System Office of Procurement. All portion and price change requests shall be submitted to the University in writing for approval prior to implementation with approved information copy to the System Office of Procurement.

Price and portion change requests from the contractor may be submitted to the University for consideration on an annual basis. The University intends to only make price and/or portion changes the two weeks after the May commencement.

The contractor may provide the University with price and portion change requests a minimum of sixty (60) days prior to the end of the second semester. The contractor shall provide the University with data supporting changes being recommended. After cost change verification, the University shall determine those price and/or portion changes to be approved and the effective day. The University may use the Consumer Price Index, North Central Region Averages, All Urban Consumers, Food Away From Home Index changes as a guideline in evaluating the contractor's price change proposals. The University may negotiate increased commissions on select products when cost increases are less than the amount of the sale price increases.

2.3 Prices, Sales Tax, Weights, Measures, Minimums and Portions

All prices include State and local sales tax. All weights and measures are minimums of cooked ready-to-eat portions, except raw weight minimums identified as "R.W." Where applicable, total portion weights include sauces, extenders, batters, etc., and are exclusive of containers and garnish.

2.4 Selling Price and Minimum Portion Schedule

2.4.1 Soda/Soft Drinks

Category	Item Description/Specifics	Selling Price not to exceed
Soda/Soft Drinks	20oz soda (assorted) Pepsi, Coke, 7up Products	\$1.75

	12oz soda (assorted) Pepsi, Coke, 7up Products	\$1.25
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2.4.2 Sports Drinks & Water

Category	Item Description/Specifics	Selling Price not to exceed
Sport Drinks & Water	Gatorade/Propel/G2/Flavored Waters, etc. – 16.9oz-20oz	\$1.75
	Energy Drinks – 20oz (i.e. Red Bull, Monster, Rockstar)	\$2.75
	Water (assorted)	\$1.50

2.4.3 Fruit Juice & Vegetable Drinks

Category	Item Description/Specifics	Selling Price not to exceed
Fruit Juice & Vegetable Drinks	100% Juice	\$1.75
	Less than 100% Juice	\$1.50
	Vegetable Drinks (i.e. V8, Splash)	\$1.10-\$1.50

2.4.4 Candy Bars, Gum, Mints, Nuts

Category	Item Description/Specifics	Selling Price not to exceed
Candy Bars, Gum, Mints, Nuts	All brands are to be limited to those enjoying national and local acceptance. Packaging to conform to manufacturer's standards in terms of weight and size	
	Candy Bars & Mints	\$1.25
	Gum (5 stick package)	\$0.75
	Nuts (peanuts, almonds, etc.)	\$1.00

2.4.5 Snacks

Category	Item Description/Specifics	Selling Price not to exceed
Snacks	A minimum of ten columns with ten varieties per machine. All brands shall require University approval and shall be nationally accepted brands. Portion size shall be at least minimum standard unpriced vending pack. - .75-1.4oz	\$1.25
	1.75oz & greater	\$1.25
	Popcorn, Microwave	\$1.00
	Nutritious Snacks (i.e. Chex Mix, Granola Bars, Nutrigrain Bars)	\$1.00

2.4.6 Pastries & Cookies

Category	Item Description/Specifics	Selling Price not to exceed
Pastries & Cookies	Assorted sweet rolls, honey buns, etc.	\$1.25
	Hostess, Twinkess, Ho Ho's, Fruit Pies, Pop Tarts	.75-\$1.25
	Grandma's Cookies	\$1.00
	Bagged Cookies	\$1.00

2.5 Beverage Requirements

The University shall require that the vendor be able to furnish a minimum of six (6) flavors including Cola (Pepsi or Coca Cola), a Diet Cola (Pepsi or Coca Cola), and other soft drinks not limited to, 7up, Dr. Pepper, Root Beer, Orange, Lemon Lime, Diet Lemon Lime, Diet Caffeine-Free Cola (Pepsi or Coca Cola), Sport Drinks, Teas and Water. Product mix and sizes by machine and location shall be determined by mutual agreement of the University and contractor based upon Schedule B. The vendor should supply a full list of product offerings with the bid. The University may require a sample before using a particular product.

2.6 Juice Selection Requirements

The natural fruit juice selections shall be grapefruit, grape, orange, pineapple, cranberry, etc. Combination juices (less than one hundred percent (100%) juice) may be vended from the juice vendor. Name brands of national acceptance shall be provided, all other shall require prior University approval. At locations where a juice vendor is not provided, these products may be vended from the variable priced beverage machine and commissions shall be paid on natural juices as quoted per bid submittal. **Vegetable juice is not a part of the beverage portion of this**

contract. Vegetable juice may be vended from the general merchandiser at the price quoted per bid submittal for G.M. products.

2.7 Candy, Gum and Nut Requirements

The candy, gum, mint and nut selections shall include, but not be limited to, the following selections. All other brands and varieties shall require prior approval of the University.

Candy

- | | |
|----------------------|----------------------------|
| Bit O’Honey (Nestle) | Nestle Crunch |
| Nestle Baby Ruth | Pearson's Salted Nut Roll |
| Nestle Butterfinger | Hershey Almond |
| Heath | Hershey's Kit Kat |
| Hershey's Rally | Hershey Powerhouse |
| Hershey with Almonds | Reese's Peanut Butter Cups |
| Hershey Mr. Goodbar | Snickers |
| Mars Bar | Starburst |
| Leaf Payday | Sunmaid Raisins |
| Milk Duds | Switzer's Licorice |
| Milky Way | 3 Musketeers |
| M & M's | Hershey Mounds |
| Munch Bar | Rice Krispies |
| Granola Bars | Twix |
| Skittles | |

Gum and Mints

- Wrigleys, Carefree, Trident
Lifesaver, Reeds

Cookies/pasties

- Nabisco
KelloggKeebler
Famous Amos

Nuts

- | | |
|----------|-----------|
| Planters | Eagle |
| Fisher | Frito Lay |

A minimum of seventy percent (70%) of the candy columns shall be stocked with a combination of products from M&M, Mars, Hershey and Nestle.

2.8 Nutritious Snacks

A variety of recognized nutritious snacks shall be available in those locations where regular snacks are already offered or for new locations as may be determined by the University. A minimum of 25% of snack/chip/cookie items shall be low cal/low fat/low sodium in content. An emphasis on making healthy choices in vending is required of the vendor in the form of identification of all vended items that meet or exceed generally accepted “healthy choice” terms and standards.

2.9 Inventory Rotation

All perishable food shall be package coded. Prior to the start of the contract the University and contractor shall mutually agree on inventory rotation schedules to replace dated product with fresh product. Prior to the start of the contract, the coding systems in use by the contractor shall submitted to the University. All perishable items; salads, sandwiches, etc., shall be replaced within four (4) days from the date of preparation, i.e., produced on Monday replaced on Thursday of the same week.

The contractor shall be responsible for all loss of stale products, spoilage and shrinkage and shall not penalize the University for such losses.

2.10 Labeling

Labeling on all items, including vended perishable foods, shall comply with all U.S.D.A., F.D.A. regulations, qualifications, and University policy, regarding packaging, labeling, ingredient listing and standards. The contractor's menu and menu item presentations shall not violate the intent of full truth in their written content, item descriptions or products used.

2.11 General Merchandiser Machines

The contractor will provide two General Merchandiser Machines. These two General Merchandiser Machines will be maintained with product by the UW-Parkside Dining Services provider. (The current UW-Parkside Dining Services provider is A'viands, LLC)

2.12 Condiments

The condiment size portion inventory levels, method of dispensing, and required locations, shall be determined by mutual agreement of the University and contractor.

2.13 Brand Preference

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

2.14 Minority Business

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

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

2.15 Industry Advancements

The contractor shall be alert to changing vending food service trends, new market forms of food, and changing diet patterns being evolved throughout the vending food service industry. As a result, the contractor shall be expected to initiate ideas for varied methods of vending service and menu presentations, and by mutual agreement implement these variations within the conditions of this contract.

2.16 Marketing

The University shall encourage and cooperate with the contractor to promote and merchandise services and products to the fullest to attract students, faculty and staff to enjoy and fully utilize the vending service. The contractor, with approval from the University, shall implement, merchandise and promote these new services and product variations in a manner typically used by commercial operations (i.e., sample tasting, temporary food stands). Promotion techniques may consider all campus publicity and advertisement including: paid ads in authorized campus publications, radio announcements, posters, and approved point of purchase displays. National marketing promotions with the approval of the University are encouraged.

2.17 Samples

Prior to the start of the contract, and at any time during the life of the contract, the University, at its option, may require samples of vending products for evaluation and approval prior to sale at the University.

2.18 Tobacco Products Not Permitted

The sale of tobacco products is not permitted at any location on campus.

3 Personnel, Employment Practices and Staffing

3.1 Contractor Staff

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

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

3.2 Contractor Personnel

The contractor shall provide headquarters management staff, made known to the University by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the University on current and future vending food service programs, and to act with full authority on the contractor's behalf in any and all matters pertaining to the specifications of this contract.

3.3 Personnel Relations

Personnel relations of employees on the contractor's payroll shall be the contractor's responsibility. The contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. Personnel of the contractor shall observe all regulations of the University, failure to do so may be grounds for the University to recommend dismissal. All employees of the contractor providing vending services at the University shall be bonded. The University may review the list of bonded employees upon request

The contractor shall have in their employ sufficiently qualified and competent personnel to perform work promptly and in accordance with requirements.

3.4 Staff Training

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

3.5 Employee Identification and Uniforms

The contractor shall provide employee uniforms or an ID badge that identify the contractor and employee(s).

3.6 Free Meals or Snacks

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

3.7 Food Handler Examination

If the State of Wisconsin requires that food handlers take and pass a food handler's examination, the University shall require certification that food handlers under this contract have taken and passed the examination. The cost of these examinations shall be the contractor's responsibility.

The contractor may require all of its employees assigned to duty at the University to submit to health examinations before being hired and periodically at least annually or as frequently and as stringently as required by law, and to submit satisfactory evidence of compliance with all health regulations to the University.

3.8 Parking Fees

The University does not require the contractor to pay parking fees for service vehicles used on campus in the service of this contract. The current fee is subject to change within the life of the contract. The contractor agrees to adhere to all parking and safety regulations as set forth by the University and keep vehicles from being driven on sidewalks or pedestrian paths unless approved by the University.

3.9 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 of Wisconsin-Parkside 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-Parkside.

Criminal background checks will be performed pursuant to the background check policies for UW-Parkside, 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-Parkside or in connection with a UW-Parkside 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-Parkside, 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-Parkside Police Services as provided in UW-Parkside's 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>

3.10 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.

4 Equipment, Utilities, Supplies and Space Use

4.1 Schedule B

Location and Description of Required Vending Equipment, presents the initially required minimum equipment; but it is intended that at regular intervals during the duration of the contract the amount of required equipment shall be examined by the University and contractor with the objective of providing the best possible service to the student body, staff and faculty. Selected equipment must be in compliance with the American with Disabilities Act (ADA) and built by a nationally recognized manufacturer. Hot and cold machines shall be equipped with a thermostat to verify temperatures are within industry standards.

According to schedule B, the contractor shall provide multi-priced beverage vendors and 20 oz. vendors at selected locations.

4.2 New and Updated Equipment

The University requires the contractor to provide both new and update vending and related auxiliary equipment per Schedule B. **All vending equipment must be equipped with Card Readers that interface with the Blackboard Transaction 3.13 system and be able to accept Blackboard debit accounts (Ranger Card Campus Cash and Dining plan accounts).** New equipment shall be of most recent model and not manufactured prior to 2016. Update equipment shall be 2011 model or more recent, and shall be shop rebuilt and refurbished prior to installation. All equipment should provide thermal overload protection and comply with applicable electrical standards. Energy efficient or energy star rated equipment is required. Soda and juice vendors provided shall have institution related scenes, logos or graphics as approved by the University on the front of the machine with smaller product identification graphic. More detailed information shall be provided at the site survey.

For purpose of this contract, update rebuilt and refurbished requires the equipment be in like new condition prior to final acceptance by the University for the location on campus.

New and update equipment shall be listed as certified by the Automatic Merchandising Industry Health Code. All equipment shall be subject to inspection and approval by the University prior to final installation.

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

All equipment shall be equipped with non-reset electronic sales totalizers and selection panels which have the capability to provide digital display of total sales,

4.3 Combination Snack Machine

The contractor shall merchandise a variety of candy, gum, mints, nuts, pastries, cookies and snacks daily in combination candy, pastry, and snack equipment at locations indicated in Schedule B. This equipment shall have open window display, with the ability to provide a selection of forty items.

The combination candy, snack and pastry machines shall be equipped with non-reset electronic sales totalizers and selection panels which have the capability to provide digital display of total sales. Cash collections reports, reported sales, inventory control records, and non-reset item sales counters and totalizers, revenues shall be

audited on a regular schedule, as determined by the University, to verify the contractor's inventory control and reported commissions.

If the contractor can demonstrate accurate accounting, inventory and/or controls to the satisfaction of the University, the contractor may allow sharing of readers with "like commissioned" machines.

4.4 Equipment Verification

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

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

4.5 Utilities

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

The University, in an effort to reduce energy costs, **requires** the contractor to equip each cold beverage machine with energy reducing technology and is energy star rated.

4.6 Ownership of Equipment

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

4.7 Vending Contractor the Same as Dining Service Contractor

In the event that the vending contractor shall be the same name contractor providing dining service at the University under separate contract during similar contract periods, the contractor may be provided a production space and the facilities used for dining service to produce, package, store, and issue such food items as sold in pastry, and general merchandiser vending equipment. Arrangements and terms for use of such space and facilities shall be arrived at by mutual agreement of the University and contractor and shall include, but not be limited to, controlled recording and reporting system of cost allocations, transfers, and direct charges of food, labor, and supplies to vending; schedule of periods for use; the specific menu items to be produced, packaged and stored; and specific areas and facilities of the University for this use. Additional required expendable and capital equipment is the responsibility of the contractor at its expense. Items produced in said production area shall be sold only at the University.

For the use of said space and facilities the contractor shall pay the University, not later than the 20th day of the next accounting period, a percentage of net sales of all those menu items produced. This percentage shall be determined by mutual agreement of the University and contractor.

4.8 Reduced Service Periods

The vending machines shall be operated during the entire year, but with reduced selections arrived at by mutual agreement for the summer session and University vacation breaks.

4.9 Supplies

Paper supplies, type of dispensing equipment, inventory levels, and the required locations shall be determined by mutual agreement of the University and contractor.

Soup cups, straws and plastic/flatware displayed for customer self-service shall be stored in sanitary dispensers or be individually wrapped.

4.10 Microwaves

Microwave ovens which may be required at select locations for re-constituting and/or heating such items as entrees, soups, and sandwiches shall bear U.L., N.S.F., F.C.C. and C.S.A. certification, and be designed to comply with the most recent standards of the U.S. Dept. of Health, Education and Welfare. These ovens shall be thoroughly cleaned on a routine basis or more often as needed by the contractor.

4.11 High Volume Locations

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

4.12 Operation Instructions/Refunds/Malfunctions

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

4.13 Keys

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

The contractor is responsible for the purchase of padlocks and other security devices which may be required by the contractor to further ensure revenue, product or property.

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

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

4.14 Lock Cylinder/Key Replacement

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

4.15 Installation/Removal/Storage of Equipment

At the beginning of the contract the contractor, with assistance from the University, shall coordinate the installation of equipment with the current contractor with the goal of minimizing downtime.

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

4.16 Changers

Vending change making equipment shall have the capability of customer selection of changing coins and \$1.00 currency. The contractor shall provide and service the changers with amounts of change at frequent intervals to ensure change is continually available. All vending equipment shall have the capability of returning change in amounts of \$.05, \$.10 or \$.25 as required, and have adequate change inventory for required returns.

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

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

4.17 Condiment/Supply Stands

The contractor shall furnish and maintain the combination condiment and supply stands required in Schedule B to complement the banks of vending equipment. These stands shall provide adequate space for storage and dispensing of napkins, condiments, paper-plastic supplies, etc. The stands shall be modular in design, and be of compatible decor to the surrounding area and be located in the vending banks for convenient use.

4.18 Route Employee Sales

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

5 Equipment and Facilities Maintenance, Replacement and Sanitation

5.1 Maintenance

The premises, equipment, supplies and facilities shall be maintained throughout the life of this contract in condition satisfactory to the University and in compliance with Chapters HSS 196 and HSS 198 of the Wisconsin

Administrative Code and Sec. 50.50(4), Wisconsin Statutes. Thus, the contractor shall adhere to the highest standards of cleanliness and sanitary practices, including food handler's appearance and performance in the preparation, service, transport and storage of food and related items. Structural, utility and non-vending equipment changes necessary in order to comply with such requirements shall be made by the University at its expense.

5.1.1 Sanitary Conditions

The contractor shall maintain in a sanitary condition all vending machines. The customer-contact surfaces of all equipment including selector buttons, knobs and handles and cup dispensing platforms shall be cleaned with germicidal solution applied with disposable toweling. Visible products residue, as in cup platforms, shall be removed with warm water and detergent before application of the germicide.

5.1.2 External Cabinets and Cabinet Tops

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

5.1.3 Inspection

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

5.1.4 Waste Containers

The University shall provide waste containers, bag liners, and recycling containers in the vending areas, where necessary, and in sufficient number, to maintain sanitary standards for trash disposal. All waste containers and recycling containers shall be kept in a clean and satisfactory condition at all times, and emptied as often as necessary by the University.

5.1.5 Waste Packaging Removal

The contractor shall remove all waste packaging, master cartons, boxes, etc., from the vending service and storage areas to outside dumpsters provided and serviced by the University. These waste materials shall not be placed in the containers described in above paragraph. Cardboard cartons shall be taken by the contractor to collection points identified by the University or be removed from campus by the contractor.

5.2 Facility Inspections

Consultant inspectors of the Wisconsin State Division of Environmental Health and Milk Certification Section and/or Agent Health Departments of the division and campus safety personnel and environmental health specialists shall have complete cooperation and access to all vending service, production and storage areas on inspection which they may conduct. These inspections may be at the request of the University or on said agency's own discretion. A management representative of the contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically. A copy of all inspection reports shall be furnished the

University by the contractor. The contractor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten day notification from the inspecting agency and by mutual agreement of the University.

5.3 Preventative Maintenance

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

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

5.4 Malfunctions and Service

The contractor shall provide on call, as needed vending and auxiliary equipment maintenance and repair service 24 hours a day and seven days a week so as to minimize vending equipment down time should malfunctions be reported. The contractor shall respond to equipment service and repair calls/reports within a minimum of three (3) hours between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and three (3) hour response time during weekends. Equipment which cannot be returned to full service within 72 hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service. 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 supply food and beverage products to the equipment Monday through Friday, between the hours of 7:00 A.M. and 4:00 P.M. during the regular academic semesters and summer school. Specific locations which require product service on Saturday and/or Sunday shall be determined by mutual agreement. The contractor shall be alert to specific equipment which requires product inventory stocking more frequently than once per day to maintain adequate product variety and inventory to provide satisfactory service twenty-four hours per day.

Prior to the start of the contract, the University and contractor shall mutually determine those locations requiring weekend service and service after lunch prior to the start of evening classes.

5.5 Equipment Replacement

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

5.6 Non-Vending Capital Equipment

The University shall be responsible for the purchase of non-vending capital equipment and shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment and related facilities. Except where it has been determined by the University that damages were due to the contractor's negligence, the University shall, at its option, request the contractor to make and pay for the necessary repairs and replacement, or repair or replace said non-vending capital equipment and related facilities and invoice the contractor

5.7 Microwave Inspection/Repairs

Each microwave oven shall be identified to, and checked by, consultants from the State Division of Health or their agents and by campus environmental health specialists at the time of their periodic inspections and as frequently as deemed necessary by the University for compliance with radiation leakage control standards of the Health & Safety Act, Public Law 90-602. This Act promulgated rules as specified in the Federal Register, Title 21, Chapter I, Subchapter J, Part 1030 (c)(1) governing in part power density limits of "five milli-watts per square centimeter at any point five centimeters or more from the external surface of the oven." Only meters appropriate for this type of measurement should be used when checking for leakage. Copies of resulting inspection reports shall be furnished the University, and the contractor immediately on notification, shall remove all defective equipment from service and furnish adequate service equipment alternates until the microwave oven is replaced, meets the performance standards for microwave and radio frequency emitting products in 1030, and returned to service, or replaced with a new approved microwave oven. All microwave oven repairs shall be made by fully qualified personnel in accordance with F.D.A. rulings.

5.8 Industry Improvements

Industry improvements on vending equipment occurring during the life of this contract shall be incorporated by the contractor on the originally installed equipment and subsequent installations where it is deemed feasible by the University and mutually agreed by the contractor. Such improvements shall include, but not be limited to: energy saving or energy efficient technologies, "fail-safe no touch burglar alarms", self-locking coin boxes and various electronic security, debit card readers and metering devices.

5.9 New Security Advancements

The contractor shall keep the University informed on new industry security measures in use. The University shall institute or execute such measures required to accomplish maximum property, product and revenue security when presented in writing by the contractor and mutually agreed by the University.

5.10 Daily Floor Maintenance

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

The University and contractor shall mutually develop a semi-annual schedule for the University to thoroughly clean and seal the floor under and in the adjacent area of vending equipment.

5.11 Floor Stripping and Waxing

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

5.12 Recycling

The contractor shall comply with University and State policies and procedures related to recycling of waste materials, purchase of recycled materials and participate in required waste separation programs for materials generated by the vending program.

The University is committed to a comprehensive recycling program. Contractor may be asked to participate in experimental/pilot recycling projects during Contract term and is encouraged to cooperate fully.

5.13 Pest Control

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

6 Commissions, Accounting And Payments

6.1 Commissions

Commissions shall be expressed on the included bid submittal forms by the contractors on net sales (gross sales, less State and local Sales Tax) on all items as follows:

6.1.1 *Commission or Annual Guarantee Requirement*

Percentage on individual vending product categories or a maximum guarantee total commission per year of twenty three thousand dollars (\$27,000), whichever is greater. In the event of a split group award, the guarantee for the contractor providing cold beverage service shall be twenty thousand dollars (\$20,000) per year and the guarantee for the contractor providing the remaining service shall be seven thousand dollars (\$7,000) per year.

6.1.2 *Lower Guarantee*

The contractor may elect to quote a lower guarantee than the maximum specified. Contract award shall be determined, in part, based on the commissions quoted.

6.2 Accounting

6.2.1 *Records Retention*

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

6.2.2 *Collections/Meter Counts*

A representative of the University may accompany the contractor's route employees when meter counts and money collections are made at time pre-determined and agreed by the University. At that time cash receipts collected from the equipment shall be jointly counted by the University and the route employee at a location and by means determined by the University and mutually agreed by the contractor. Revenue discrepancies from the

composite of these collections and that reported on the period statement shall be explained by the contractor in writing as part of such period statements.

6.2.3 Basis for Commissions

On a monthly basis the contractor's inventory control of reported inventory sales, after reconciliation to meter readings and cash collections, shall be used as the basis to compute commissions payable to the University. Collections shall be bagged and counted by machine, reconciled to reported inventory sales and not co-mingled with changer funds. When reported inventory sales differ from meter readings and cash collections, commissions payable shall be determined on the reported inventory sales.

All vending equipment shall be equipped by the contractor with non-reset item sale counters and/or totalizers which are maintained in continual operative condition. Each period statement shall include beginning and ending counter readings as reconciled to route inventory control reports.

Inventory control records shall be kept for each machine indicating date, product description, sale price and quantity loaded into the machine and be made available to the University on a schedule to be determined by the University. Product inventory and sales shall be recorded by machine at the time of each service occurrence. Inventory control route records shall be retained a minimum of two (2) years after the sales and commissions for each period are recorded and reported to the University.

6.2.4 Merchandiser Commissions

In the event different items are sold in the general merchandiser and/or combination candy, snack and pastry merchandiser for which varied commissions are paid, the revenues and commissions for these item sales shall be reported by location in the revenue and commission category for that item.

6.2.5 Refunds and Tests

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

6.2.6 Sales Tax Determination

Sales tax collected from customers shall be deducted from gross sales receipts, before computing the Sales Tax, provided the customers are advised of the amount of sales tax they are paying by posted sign or printed notice. (Divide gross receipts by 1.055). Commissions shall be computed on the resulting net sales receipts for all commission sales.

For purposes of this contract, the required formula for determining net sales and commissions is as follows:

6.2.6.1 Gross Sales

Vends x Sales Price = Gross Sales

6.2.6.2 Adjusted Gross Sales

Gross Sales Minus (-) Tests and Refunds = Adjusted Gross Sales

6.2.6.3 Net Sales

Adjusted Gross Sales divided (/) state and local sales tax (1.055) = Net Sales

6.2.6.4 Commissions Due to the University

Net Sales x Commission Percentage = Commissions due the University

6.2.7 *Sales Tax Change*

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

6.2.8 *Uniform Statements*

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

6.2.9 *Vandalism or Theft*

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

6.2.9.1 Product Code for Categories

Product code for the following individual categories (Where applicable):

- A. Hot Beverages
- B. Can Beverages
- C. Bottled Beverages
- D. Gum/Candy/Mints
- E. Snacks, Chips, Popcorn
- F. Pastries/Cookies
- G. Milk/Drink
- H. Juice
- I. Food (to include sandwiches, fresh fruits, desserts, etc.)

6.2.9.2 Building location of machines

6.2.9.3 Machine Number

6.2.9.4 Selling Price of products (separate report)

6.2.9.5 Date machine installed (separate report)

6.2.9.6 Date machine removed from service (separate report)

6.2.9.7 Designation of new or used machine at time of installation (separate report)

6.2.9.8 Gross and Net Sales and Sales Tax for each machine by location each period

6.2.9.9 Year-To-Date Gross and Net Sales and Sales Tax for each machine by location each period

6.2.9.10 Total Commission for each machine by location for each period

6.2.9.11 Year-To-Date Commission for each machine by location each period

6.2.9.12 Refunds and Tests for each item category

6.2.9.13 Required beginning and ending meter reading

6.2.9.14 Amount over and short by machine

*Prior to the start of the contract, the University and contractor shall mutually agree on the report(s) formats and contents to satisfy these requirements. The year to date reports shall coincide with the contract year.

6.2.10 *Refund System*

A voucher refund system shall be required and shall involve dispersing of funds through representatives of the University. The voucher system shall include a pre-numbered form supplied by the contractor and approved by the University to be filled out by the person making a refund claim and shall include the following information; what machine, what happened, amount of loss, amount of refund, date, building, and who suffered the loss. The contractor shall supply and maintain funds for refunds to the satisfaction of the University. The University and contractor shall mutually determine the locations on-campus where refunds are administered and the maximum fund to be provided each location. The contractor shall provide each vending location with University approved instructions where refunds may be obtained. The University shall be provided source documents to verify reported refunds as part of each period statement.

6.3 Payments

6.3.1 *Payment Procedures*

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

Debit card vending service shall result in a charge by the contractor to the University for debit card sales. The University shall remit payment in accordance with prompt payment policy guidelines. The University and the contractor may mutually agree, in writing and through amendment to this contract, to the University deducting the amount of commission payment from debit card sales due the contractor as another means of commission payment by the contractor to the University. The contractor shall reimburse the University annually for maintenance of Debit card readers and any related equipment. Upon mutual agreement of these procedures copy shall be sent to the System Office of Procurement for amending to the contract.

6.3.2 *Payment Submission*

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

6.3.3 *Guaranteed Payments*

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

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

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

6.3.4 *Equipment Removal Commissions*

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

6.3.5 *Statement Review*

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

6.3.6 *Audit*

Cash collections reports, route inventory cards, and reported sales shall be audited on regular schedule, as determined by the University, to verify the contractor's inventory control and reported commissions.

Periodic reviews, conducted jointly by representatives of the University and the contractor shall be made to ensure that commission and guarantee payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound basis.

All records pertaining to the operations of vending food service shall be open for inspection and/or audit by the State and/or University of Wisconsin at any or all reasonable times.

The University and the System Office of Procurement shall be advised by the contractor of the schedule of the contractor's audit of their records and operations at the University. The University shall have the option to participate in the contractor's audits and may request a full report of these audits.

7 Bidder's Information

It is the purpose of this invitation to bid to obtain complete data from each bidder to enable the University to determine which bidder is best able to serve all of the criteria which are to be considered in the award of this contract. To this end, each bidder shall furnish as part of this bid a complete description of capabilities in the field of vending Food Service Operations.

Bidders shall provide a written response to all required Bidder's Information. Each response shall be numbered to coincide with the Bidder's Information numbering and presented in the sequence listed. The Bidder's Information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. The qualification criteria which the bidder's must meet to be considered for an award are:

- * The bidder must currently own the specified business and must have owned and operated a vending business a minimum of five (5) years.
- * Reference checks from a minimum of three (3) clients currently under contract with your company must indicate high quality of service has been performed consistently.
- * Financial capacity of the bidder must be sufficient to support the specified service; provide initial inventories, equipment and labor and cash flow to guarantee performance.
- * The bidder's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workload.
- * The bidder must currently own and operate a minimum of eighty (80) vending machines at one or more accounts.

Bidders information is required even if it is currently on file at UW System Office of Procurement with previous or current bids. The required bidder's information is as follows:

7.1 Name and Address

Name and address of operating company and list of all the owners of the company or principals of the corporations.

7.2 Experience

A list of operations of similar complexity (may be a list of number of accounts) where you are currently, or have within the last year, owned and provided the specified service. Give length of time at each account, name, address and phone number of contact person of each operation. The list shall include a minimum of three (3) similar operations.

7.3 Profit and Loss Statement

A complete profit and loss statement and balance sheet or annual report as of your last fiscal year of operation. Certification of this report by a Certified Public Accountant may be required.

7.4 Bank References

A list of related vending industry and bank references with which the company is currently transacting business. If your company will require monetary assistance to operate this account, state amount required and anticipated source.

7.5 Organizational Chart

A table of company organization and a proposal for the service and staffing required under the terms of the contract including personnel qualifications of the administrative and maintenance personnel that will be assigned to the contract as well as employee training programs.

7.6 Internal Accounting Description

Descriptions of your internal accounting and audit programs including forms used for:

- Inventory control for central warehouse, on location storage areas, and route inventory control.
- Vending food service personnel accounting controls.
- Method of recording, checking, calculating and reporting sales based on inventory control records.
- Route and Internal control of cash handling of vending machine revenues and coin and bill changers, coin counting facilities and refund system. Explain controls used to separate vending machine changer funds and revenues.
- Internal audit system.
- Regular accounting and cash collection control forms used with detailed explanation of each and their importance.
- Route person inventory and cash control procedures with example control cards and card entry procedures and audit.

7.7 Training, Recognition and Retention Programs

A description of your training, recognition and retention programs for employees, supervisors and managers.

7.8 Preventative Maintenance & Replacement

A description, in detail, of your sanitation, preventive maintenance, replacement of worn and/or malfunctioning equipment and equipment upgrade programs.

7.9 Customer Service and Marketing

Your proposed plans for advertising, merchandising and promotions for the first year of the contract and future potential years of the contract, including marketing programs and menu features and schedules for implementation. Include community involvement activities

7.10 Product List

A list of all products, portion size you will offer this account including general merchandiser products/pricing and a plan-o-gram for each machine

7.11 Approach to Meet Service Requirements

Describe in general terms your approach to meet the service requirements of this contract including regular academic year, evenings, weekends, break periods, emergencies and frequency of delivery to each location

7.12 Strategic Alliances and Partnerships

Describe any strategic alliances or partnerships that may benefit the University.

7.13 Other Information

Other such information as the bidder deems pertinent for consideration by the University.

7.14 Supplementary Information

The University may request supplementary information as is sufficient, in the opinion of the University, to assure the University that the bidder's competence, business organization, and financial resources are adequate to successfully perform the specified service.

7.15 Completeness of Statements and Data for 9.1 through 9.14

The bidders shall furnish and include the above required data and information with the bid. Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of bid.

Section C

1 Bid Submittal for Vending Food Service

We, the undersigned, in compliance with the Quotation Request Number PS-17-2532 dated April 11, 2017 for Vending Food Service shall Bid the following charges to the University of Wisconsin-Parkside for Vending Food Service as follows. In making this Bid, the contractor acknowledges that they have read and understood this Quotation Request and hereby submit our bid in accordance with the terms and conditions of the bid specifications and agree to fulfill our legal obligations pursuant to these Vending Food Service contractual provisions.

1.1 Commission Percentage Bid

1.1.1 Soft Drink, Waters Canned or Bottles

<u>Type of Machine</u>	<u>Group Award</u>	<u>Split Group Award</u>
Soft Drink, Waters Canned or Bottles	_____	_____

1.1.2 Fruit Juice, Isotonics or Energy Drinks

<u>Type of Machine</u>	<u>Group Award</u>	<u>Split Group Award</u>
Fruit Juice, Isotonics or Energy Drinks	_____	_____

1.1.3 Candy, Nuts, Gum, Mints, Cookies, Snacks and Pastries

<u>Type of Machine</u>	<u>Group Award</u>	<u>Split Group Award</u>
Candy, Nuts, Gum, Mins, Cookies, Snacks and Pastries	_____	_____

1.2 Maximum Annual Guarantee

1.2.1 Or we guarantee a MAXIMUM ANNUAL GUARANTEE, whichever is greater.

	<u>Beverage & Snack Group Award</u>	<u>Snack Split Group Award</u>	<u>Beverage Split Group Award</u>
	<u>\$27,000</u>	<u>\$7,000</u>	<u>\$20,000</u>
The Contractor, at its option may elect to quote a <u>lower</u> annual guarantee	_____	_____	_____

Note: Do not make an entry on this option unless a lower maximum annual guarantee is intended.

Standard Terms And Conditions (Request For Bids / Proposals)

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

7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

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

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

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

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

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

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other

Standard Terms And Conditions (Request For Bids / Proposals)

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

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

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

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

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

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

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

regarding this clause are available from the contracting state agency.

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

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

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

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

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

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

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

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

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

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the

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 Bid package. Bid/proposal prices cannot be held confidential.

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

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

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

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

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

Section D Schedules

1 Schedule A

Schedule A

Vending Equipment Distribution - University of Wisconsin - Parkside

	Snack	Beverage Flat Front	Hot Beverage	Cold Food	Microwave	Total Machines
Pike River Suites	1	1	0	0	0	2
University Apartments	1	1	0	0	0	2
Ranger Hall	1	1	0	0	0	2
Tallent	1	1	0	0	0	2
Student Center	1	1	0	0	0	2
Molninaro Hall D1 level	1	1	0	0	0	2
Molninaro Hall L1 Concourse level	1	1	0	0	0	2
Wyllie Hall	1	1	0	0	0	2
Rita Tallent Pickens Hall	1	1	0	0	0	2
Sports and activity Center	1	1	0	0	0	2
Total Machines	10	10	0	0	0	20

2 Schedule B

2.1 Required Vending Machine Equipment and Estimated Net Sales By Location

POS Location	Number of Machines	Type of Machine (Beverage or Snack)	Estimated Sales	Estimated Transaction Count	Card Reader Required Y/N	New or Equipment not older than 2011 Required (X)
Molinaro D1	1	Beverage	\$6,460	3,649	Y	X
Molinaro D1	1	Snack	\$3,029	2,523	Y	X
Molinaro D1	1	Snack	\$3,088	2,619	Y	X
Molinaro L1	1	Beverage	\$5,815	3,196	Y	X
Molinaro L1	1	Snack	\$3,483	3,050	Y	X
Pike River Suites	1	Beverage	\$4,589	2,587	Y	X
Pike River Suites	1	Snack	\$2,355	1,991	Y	X
Student Center	1	Beverage	\$4,195	2,290	Y	X
Student Center	1	Snack	\$2,592	2,237	Y	X
Ranger Hall	1	Beverage	\$7,087	3,944	Y	X
Ranger Hall	1	Snack	\$2,520	2,140	Y	X
RITA	1	Beverage	\$8,437	3,924	Y	X
RITA	1	Snack	\$4,069	3,529	Y	X
Sports & Activity Center	1	Beverage	\$2,648	1,493	Y	X
Sports & Activity Center	1	Snack	\$3,669	3,141	Y	X
Tallent Hall	1	Beverage	\$929	542	Y	X
Tallent Hall	1	Snack	\$1,429	1,192	Y	X
University Apartments	1	Beverage	\$1,791	1,000	Y	X
University Apartments	1	Snack	\$590	500	Y	X

Wyllie Hall	1	Beverage	\$6,735	3696	Y	X
Wyllie Hall	1	Snack	\$3,733	3,193	Y	X
Total:						
	21	Snack & Beverage	\$79,243	52,436		
Total Beverage:						
	10	Beverage	\$48,686	26,321		
Total Snack:						
	11	Snack	\$30,557	26,115		

***This information will be used for evaluation process.**

*Beverage machines are required to be glass flat front machines.

*Beverage machines may carry multiple product lines (Pepsi, Coke & Dr. Pepper).

*Vending Machines must not be older than 2011 model because we require all machines to have new factory install card readers, be energy star rated and fixed if broken.

*Snack Vending Supplier will be required to provide and maintenance two (2) General Merchandiser Machines for Cold Food. These Machines must be keyed identically and the keys provided to the University for the Dining Services Provider to Maintain the food products in the machines.

2.2 Current State Machines

POS Location/Name	Sales	Count	
Molinaro D1 Coke Stacker	\$2,631	1,556	Remove
Molinaro D1 Cold Food	\$549	319	Remove
Molinaro D1 Hot Beverage	\$203	208	Remove
Molinaro D1 Pepsi Flat Front	\$3,829	2,093	Keep
Molinaro D1 Snack N	\$3,029	2,523	Keep
Molinaro D1 Snack S	\$3,088	2,619	Keep
Total	\$13,328	9,318	
Molinaro L1 Coke Flat Front	\$5,202	2,835	Keep
Molinaro L1 Hot Beverage	\$413	345	Remove
Molinaro L1 Pepsi Stacker	\$613	361	Remove
Molinaro L1 Snack	\$3,483	3,050	Keep
Total	\$9,711	6,591	

Pike River Suites Coke Flat Front	\$3,309	1,842	Keep
Pike River Suites Pepsi Stacker	\$1,280	745	Remove
Pike River Suites Snack	\$2,355	1,991	Keep
Total	\$6,944	4,578	
Student Center Coke Flat Front	\$3,416	1,842	Keep
Student Center Pepsi Stacker	\$779	448	Remove
Student Center Snack	\$2,592	2,237	Keep
Total	\$6,786	4,527	
Ranger Hall Coke Stacker	\$1,920	1,133	Remove
Ranger Hall Pepsi Flat Front	\$5,167	2,811	Keep
Ranger Hall Snack	\$2,520	2,140	Keep
Total	\$9,607	6,084	
RITA Coke Stacker	\$1,871	1,113	Remove
RITA Pepsi Flat Front	\$6,566	3,599	Keep
RITA Snack	\$4,069	3,529	Keep
Total	\$12,507	8,241	
Sports & Activity Center Coke Stacker	\$1,161	665	Remove
Sports & Activity Center Pepsi Flat Front	\$1,487	828	Keep
Sports & Activity Center Snack	\$3,669	3,141	Keep
Total	\$6,317	4,634	
Tallent Hall Coke Stacker Total	\$929	542	Replace with a Flat Front
Tallent Hall Snack Total	\$1,429	1,192	Keep
Total	\$2,358	1,734	
University Apartments Coke Flat Front Total	\$1,338	739	Keep
University Apartments Pepsi Stacker Total	\$453	261	Remove
University Apartments Snack Total	\$590	500	Keep
Total	\$2,381	1,500	
Wyllie Hall Coke Stacker Total	\$956	562	Remove
Wyllie Hall Cold Food Total	\$452	294	Remove
Wyllie Hall Hot Beverage Total	\$531	435	Remove
Wyllie Hall Pepsi Flat Front Total	\$5,779	3,134	Keep
Wyllie Hall Snack Total	\$3,733	3,193	Keep
Total	\$11,450	7,618	

Grand Total	\$81,389	54,825	

2.3 Gross Sales Information

YTD FY 17 July '16 – Dec '16

Sales	Moln D1	Student Center	Ranger Hall	Pike River	SAC	Tallent	University Apartments	Wyllie Hall	Moln L1	RITA	Sales
Bottle Bev	\$ 1,373.42	\$ 908.97	\$ 1,705.21	\$ 990.28	\$ 267.32	\$ 403.08	\$ 432.94	\$ 1,950.70	\$ 1,472.95	\$ 1,955.66	\$ 11,460.53
Candy	\$ 967.54	\$ 322.34	\$ 783.16	\$ 490.09	\$ 378.57	\$ 166.54	\$ 45.74	\$ 492.01	\$ 897.55	\$ 686.69	\$ 5,230.23
General MDSE	\$ 349.69	\$ 27.53	\$ 50.27	\$ 64.69	\$ 2.38	\$ 7.18	\$ -	\$ 296.59	\$ 65.88	\$ 57.23	\$ 921.44
Gum & Mints	\$ -	\$ 34.09	\$ 31.25	\$ 25.57	\$ -	\$ 7.10	\$ 4.97	\$ 34.12	\$ 54.02	\$ 50.45	\$ 241.57
Hot Beverage	\$ 67.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280.57	\$ 169.67	\$ -	\$ 517.53
Juice	\$ 44.75	\$ 310.75	\$ 288.75	\$ 195.25	\$ 24.75	\$ -	\$ 74.25	\$ 398.75	\$ 514.25	\$ 409.25	\$ 2,260.75
LG Snacks	\$ 1,345.50	\$ 416.25	\$ 718.00	\$ 648.75	\$ 406.75	\$ 348.25	\$ 48.75	\$ 853.25	\$ 913.50	\$ 859.75	\$ 6,558.75
Milk	\$ 3.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.60
Non Carb Bev	\$ 520.00	\$ 634.25	\$ 1,070.25	\$ 675.00	\$ 442.75	\$ 85.50	\$ 299.75	\$ 1,200.75	\$ 871.00	\$ 1,324.25	\$ 7,123.50
Pastry	\$ 600.75	\$ 201.00	\$ 530.00	\$ 363.50	\$ 246.25	\$ 143.25	\$ 32.25	\$ 336.25	\$ 506.75	\$ 432.00	\$ 3,392.00
Snacks	\$ 38.75	\$ 6.25	\$ 2.50	\$ 27.50	\$ 20.00	\$ 2.50	\$ -	\$ 12.50	\$ 16.25	\$ 16.25	\$ 142.50
	\$ 5,311.29	\$ 2,861.43	\$ 5,179.39	\$ 3,480.63	\$ 1,788.77	\$ 1,163.40	\$ 938.65	\$ 5,855.49	\$ 5,481.82	\$ 5,791.53	\$ 37,852.40

FY '16 gross sales

Sales	Moln D1	Student Center	Ranger Hall	Pike River	SAC	Tallent	University Apartments	Wyllie Hall	Moln L1	RITA	Total Sales
Bottle Bev	\$ 3,601.14	\$ 2,385.23	\$ 3,974.34	\$ 2,521.32	\$ 1,273.91	\$ 774.63	\$ 1,121.30	\$ 3,413.67	\$ 2,858.03	\$ 4,067.30	\$ 25,990.87
Candy	\$ 1,857.92	\$ 931.35	\$ 1,077.67	\$ 765.06	\$ 1,231.55	\$ 391.89	\$ 226.31	\$ 1,061.48	\$ 1,263.28	\$ 1,355.49	\$ 10,162.00
General MDSE	\$ 505.82	\$ 104.19	\$ 214.35	\$ 122.15	\$ 12.45	\$ 19.14	\$ -	\$ 669.44	\$ 345.71	\$ 155.68	\$ 2,148.93
Gum & Mints	\$ -	\$ 95.22	\$ 46.17	\$ 23.44	\$ -	\$ 11.37	\$ 11.36	\$ 90.93	\$ 152.09	\$ 122.23	\$ 552.81
Hot Beverage	\$ 165.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 382.92	\$ 269.21	\$ -	\$ 817.96
Juice	\$ 506.00	\$ 550.00	\$ 808.50	\$ 305.25	\$ 135.50	\$ -	\$ 148.50	\$ 855.25	\$ 730.25	\$ 827.50	\$ 4,866.75
LG Snacks	\$ 2,392.50	\$ 928.50	\$ 1,312.25	\$ 912.50	\$ 1,373.75	\$ 741.75	\$ 222.50	\$ 1,734.25	\$ 1,673.25	\$ 1,416.00	\$ 12,707.25
Milk	\$ 18.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15.60	\$ -	\$ -	\$ 33.60
Non Carb Bev	\$ 1,997.75	\$ 1,048.50	\$ 2,291.50	\$ 1,645.50	\$ 1,303.75	\$ 108.00	\$ 446.00	\$ 2,223.75	\$ 1,978.75	\$ 3,260.00	\$ 16,303.50
Pastry	\$ 1,321.75	\$ 564.25	\$ 838.75	\$ 398.50	\$ 987.75	\$ 303.25	\$ 146.50	\$ 812.00	\$ 799.75	\$ 1,065.75	\$ 7,238.25
Snacks	\$ 157.25	\$ 50.00	\$ 67.25	\$ 43.75	\$ 109.50	\$ 6.25	\$ 7.50	\$ 6.25	\$ 83.50	\$ 27.00	\$ 558.25
	\$ 12,523.96	\$ 6,657.24	\$ 10,630.78	\$ 6,737.47	\$ 6,428.16	\$ 2,356.28	\$ 2,329.97	\$ 11,265.54	\$ 10,153.82	\$ 12,296.95	\$ 81,380.17

FY '15 gross sales

Sales	Moln D1	Student Center	Ranger Hall	Pike River	SAC	Tallent	University Apartments	Wyllie Hall	Moln L1	RITA	Sales
Bottle Bev	\$ 4,422.27	\$ 2,305.65	\$ 6,129.11	\$ 2,675.56	\$ 1,915.84	\$ 1,124.59	\$ 1,166.11	\$ 3,664.21	\$ 3,493.28	\$ 3,863.24	\$ 30,759.86
Candy	\$ 2,180.27	\$ 969.46	\$ 1,594.68	\$ 705.90	\$ 1,096.28	\$ 394.27	\$ 211.78	\$ 1,128.22	\$ 1,562.07	\$ 1,084.33	\$ 10,927.26
General MDSE	\$ 926.49	\$ 180.85	\$ 298.25	\$ 170.05	\$ 25.13	\$ 46.67	\$ -	\$ 788.64	\$ 160.98	\$ 203.59	\$ 2,800.65
Gum & Mints	\$ 18.96	\$ 85.98	\$ 96.65	\$ 17.76	\$ -	\$ 23.41	\$ 24.87	\$ 103.03	\$ 212.52	\$ 118.67	\$ 701.85
Hot Beverage	\$ 275.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 369.66	\$ 496.67	\$ -	\$ 1,142.15
Juice	\$ 844.25	\$ 542.25	\$ 1,009.25	\$ 453.75	\$ 228.25	\$ -	\$ 337.50	\$ 907.50	\$ 1,009.25	\$ 569.00	\$ 5,901.00
LG Snacks	\$ 2,632.50	\$ 981.50	\$ 2,035.25	\$ 841.00	\$ 1,357.50	\$ 873.75	\$ 250.00	\$ 1,693.75	\$ 1,888.00	\$ 1,183.75	\$ 13,737.00
Milk	\$ 21.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21.00	\$ -	\$ -	\$ 42.00
Non Carb Bev	\$ 2,922.25	\$ 1,194.00	\$ 3,503.25	\$ 1,578.62	\$ 1,498.00	\$ 109.50	\$ 630.75	\$ 2,449.00	\$ 2,339.50	\$ 2,728.75	\$ 18,953.62
Pastry	\$ 1,380.00	\$ 502.50	\$ 1,356.25	\$ 378.18	\$ 1,083.75	\$ 314.00	\$ 109.00	\$ 787.75	\$ 1,174.75	\$ 896.75	\$ 7,982.93
Snacks	\$ 174.75	\$ 22.50	\$ 90.25	\$ 61.25	\$ 113.25	\$ 26.25	\$ 22.50	\$ 60.00	\$ 102.50	\$ 7.00	\$ 680.25
	\$ 15,798.56	\$ 6,784.69	\$ 16,112.94	\$ 6,882.07	\$ 7,318.00	\$ 2,912.44	\$ 2,752.51	\$ 11,972.76	\$ 12,439.52	\$ 10,655.08	\$ 93,628.57

3 Schedule C

SCHEDULE C
University of Wisconsin – Parkside

Prepared by: Rick Haskey
Date: 15 February 2017

In an effort to provide the potential bidders with pertinent facts about the University, the following information shall be accumulated and held. At the time of the bidders survey the University, copies of this information shall be made available to each prospective bidder. Additional data and information may be requested by the contractor at that time.

The statistical data provided in this Schedule does not constitute terms of the resulting contract. The data is included for informational purposes only.

1. List of class times for the academic year and summer school can be found at <https://www.uwp.edu/learn/courseschedule/index.cfm>
2. Copy of the University calendar can be found at <https://www.uwp.edu/live/offices/registrarsoffice/Academic-Calendar.cfm>
3. A campus map can be found at <https://www.uwp.edu/explore/directionsvisit/campus-map.cfm>
6. University enrollment can be found at
<http://www.collegeportraits.org/WI/UW-P/characteristics>
[https://www.wisconsin.edu/download/publications\(2\)/Fact-Book.pdf](https://www.wisconsin.edu/download/publications(2)/Fact-Book.pdf)

	2014-15		2015-16		2016-17	
	Fall	Spring	Fall	Spring	Fall	Spring
Student enrollment	4,541	4,155	4,420	4,008	4,323	4,031

7. Residence Halls Occupancy

Location	Capacity	2015-2016	2016-2017
		Fall / Spring	Fall / Spring
Pike River Suites	250	209 / 189	234 / 223

Ranger Hall	408	340 / 296	363 / 346
University Apartments	371	253 / 233	159 / 152
Total	1029	802 / 718	756 / 721

8. What are the campus objectives for vending food service? What future changes should take place in the areas of vending food service?

Physical appearance:

- Updated design and modern styling needed to match the current campus transformation
- Provide a comprehensive and attractive merchandising program creating an accommodating environment
- Machines should seamlessly integrate with the Blackboard Transaction System 3.13 allowing Ranger Card debit accounts as tender options
- Machines need energy rated models

Machine Tender Methods:

- Machines should accept multiple U.S. bill denominations
- Ample coin change storage
- Provide, install and maintain readers on all machines allowing for credit, debit and Ranger Card tender options

Product offering:

- Increase selection, interest and appeal of product
- Healthy choice options
- Entertain new models offering ice cream, pizza, etc.

Service:

- In house machine service repair technicians
- Demonstrated timely dispatch and repair of machine
- Provide cleaning schedule including compressor for optimal energy performance
- The contractor shall meet regularly with the campus contract administrator to offer enhancement to current operation

9. The University is currently receiving the following commissions.

Commission	
Bottle Bev	45.2%
Candy	26.5%
General MDSE	5.0%
Gum & Mints	26.5%
Hot Beverage	26.5%
Juice	45.2%
LG Snacks	26.5%
Milk	5.0%
Non Carb Bev	45.2%
Pastry	26.5%
Snacks	26.5%

11. An annual Blackboard integration Ranger Card fee of \$2,000 will be charged to the vendor for the life of the contract.

Section E Attachments

1 Attachment No. 1 - Vendor Information - DOA 3477

VENDOR INFORMATION

1. Proposing Company Name: _____

Fein: _____ Fax: _____

Phone: _____ Toll Free Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

2. Name of person we may contact in the event there are questions about your Proposal.

Name: _____ Title: _____

Phone: _____ Toll Free Phone: _____

Fax: _____

Address: _____

3. Vendor that is awarded this contract will be required to submit affirmative action information to the University. Please name the person in your company we may contact about this plan.

Name: _____ Title: _____

Phone: _____ Toll Free Phone: _____

Fax: _____

Address: _____

4. Mailing address where state purchase orders are to be mailed.

Name: _____ Title: _____

Phone: _____ Toll Free Phone: _____

Fax: _____

Address: _____

RETURN THIS PAGE WITH PROPOSAL

2 Attachment No. 2- Vendor Client Reference - DOA 3478

Vendor Client Reference

Company 1 Name: _____

Address (include Zip + 4): _____

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

Products and/or Services used: _____

_____ **Email:** _____

Company 2 Name: _____

Address (include Zip + 4): _____

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

Products and/or Services used: _____

_____ **Email:** _____

Company 3 Name: _____

Address (include Zip + 4): _____

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

Products and/or Services used: _____

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

Address (include Zip + 4): _____

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

Products and/or Services used: _____

_____ **Email:** _____

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3 Attachment No. 3 – Bank Reference

Bank Reference

Bank 1 Name: _____

Address (include Zip + 4): _____

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

Products and/or Services used: _____

Bank 2 Name: _____

Address (include Zip + 4): _____

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

Products and/or Services used: _____

Bank 3 Name: _____

Address (include Zip + 4): _____

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

Products and/or Services used: _____

Bank 4 Name: _____

Address (include Zip + 4): _____

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

Products and/or Services used: _____

RETURN THIS PAGE WITH PROPOSAL

4 Attachment No. 4- Terms and Conditions

TERMS AND CONDITIONS

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

Proposer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

5 Attachment No. 5 Proposer Information

Proposer Information

Contractor: _____

Ordering/Expediting: _____

Invoice Information: _____

Contract Renewal/Cancellation: _____

Contract Problems: _____

Returns: _____

Phone No.: _____

Fax No.: _____

RETURN THIS PAGE WITH PROPOSAL

6 Attachment No. 6 – Designation of Confidential and Proprietary Information DOA 3027

DESIGNATION OF CONFIDENTIAL AND PROPIETARY INFORMATION

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

Section	Page#	Topic

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

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

Name Authorized Representative

Company Name

Signature Authorized Representative

Date

RETURN THIS PAGE WITH PROPOSAL

7 Attachment No. 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, 6th floor, PO Box 7970, Madison, WI, 53707 or (608) 267-9550.
- Work Center Preference (§ 16.752, Wis Stats.) Must be certified by the State of Wisconsin Use Board. If you have questions concerning the certification process, contact the Wisconsin State Use Board, 101 East Wilson St, 6th floor, PO Box 7867, Madison WI, 53707 or (608) 266-2553

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

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

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

- Yes No N/A (Does not apply)

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

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

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

8 Attachment No. 8 Bid Submittal Checklist

**PS-17-2532
Bid Submittal Checklist**

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

- Section B, Number 1 Bid Submittal for Vending Food Service, Item 1.1 Cost Per Person on a Room contract Per Semester.

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

- Request for Bid **Wis. Statutes s.16.75** DOA 3070 Form (located on page 2)
- Attachment No. 1: Vendor Information DOA 3477
- Attachment No. 2: Vendor Client Reference DOA 3478
- Attachment No. 3: Bank Reference
- Attachment No. 4: Terms and Conditions
- Attachment No. 5: Proposer Information
- Attachment No. 6: Designation of Confidential and Proprietary Information
- Attachment No. 7: Affidavit

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