**Hment c**

**REQUEST FOR BID (RFB)**

**FOR**

**SPORTS APPAREL FOR UW WHITEWATER**

**Issued By**

**UNIVERSITY OF WISCONSIN-WHITEWATER**

**RFB NUMBER: 2024-UWWTW-00624-RFB**

**APRIL 1, 2024**

**AGENT:** Ryan Moore (262) 472-1633

**E MAIL**: *moorer@uww.edu*

**BID DUE DATE: MAY 18, 2024 @ 3:00 P.M. CDT**

The University is accepting electronic responses **via the Sourcing Module.**Required materials must be received by the due date and time listed. Bids cannot be submitted once the event has closed in the Portal. **Bidders should allow ample time to enter their response in the ShopUW+ Event Sourcing Module. Late bids will not be accepted.**

**PROCUREMENT**

UNIVERSITY OF WISCONSIN-WHITEWATER

800 West Main Street, Hyer Hall #139

Whitewater, WI 53190

Email: moorer@uww.edu

**UNIVERSITY OF WISCONSIN-WHITEWATER**

**REQUEST FOR PROPOSAL 2024-UWWTW-00624-RFB**

**SPORTS APPAREL FOR UW WHITEWATER**

Contents

[**Section 1: General information** 4](#_Toc163818023)

[**1.1** **Purpose:** 4](#_Toc163818024)

[**1.2** **Scope:** 4](#_Toc163818025)

[**1.3** **Official colors of the University of Wisconsin-Whitewater Warhawks:** 4](#_Toc163818026)

[**1.3 Definitions:** 5](#_Toc163818027)

[**1.4 eSupplier/VendorNet Registration:** 6](#_Toc163818028)

[**1.5 Orders:** 6](#_Toc163818029)

[**1.6 Electronic Commerce/Online Ordering:** 6](#_Toc163818030)

[**1.7 Campus Delivery Requirements:** 7](#_Toc163818031)

[**1.8 Parking:** 7](#_Toc163818032)

[**1.9 Promotional Materials/Endorsements:** 7](#_Toc163818033)

[**1.10 Energy Star:** 7](#_Toc163818034)

[**1.11 Special Pandemic and Emergency Operations Considerations:** 7](#_Toc163818035)

[**1.12 Discriminatory Boycotts of Israel:** 7](#_Toc163818036)

[**Section 2: Process Instructions** 8](#_Toc163818037)

[**2.1 Term of Contract:** 8](#_Toc163818038)

[**2.2 Reasonable Accommodations:** 8](#_Toc163818039)

[**2.3 Oral Presentations, Product Demonstrations and Site Visits (Pre-Award):** 8](#_Toc163818040)

[**2.4 Firm Pricing:** 8](#_Toc163818041)

[**2.5 Method of Bid:** 8](#_Toc163818042)

[**2.6 GSA Pricing:** 9](#_Toc163818043)

[**2.7 Samples and Evaluations:** 9](#_Toc163818044)

[**Section 3: Bidder Qualifications** 10](#_Toc163818045)

[**3.1 Bidder Experience:** 10](#_Toc163818046)

[**3.2 Minimum Order:** 10](#_Toc163818047)

[**3.3 Trademark:** 10](#_Toc163818048)

[**3.4 Debarment:** 10](#_Toc163818049)

[**Section 4: Performance and Contract Requirements** 11](#_Toc163818050)

[**4.1 Firm Pricing:** 11](#_Toc163818051)

[**4.2 F.O.B. Destination:** 11](#_Toc163818052)

[**4.3 Mandatory Reporting of Child Abuse or Neglect:** 11](#_Toc163818053)

[**4.4 Item Return Policy:** 12](#_Toc163818054)

[**4.5 Additional Items/Services:** 12](#_Toc163818055)

[**4.6 Invoicing Requirements:** 12](#_Toc163818056)

[**4.7 Refund of Credits:** 13](#_Toc163818057)

[**4.8 Invoice Dispute:** 13](#_Toc163818058)

[**4.9 Shipments, Duplicates and Over shipments:** 13](#_Toc163818059)

[**4.10 Training:** 13](#_Toc163818060)

[**4.11 On Site Service:** 13](#_Toc163818061)

[**4.12 Insurance:** 13](#_Toc163818062)

[**4.13 Performance Meetings:** 13](#_Toc163818063)

[**4.14 Subcontracting:** 13](#_Toc163818064)

[**4.15 Activity Reports:** 14](#_Toc163818065)

[**4.16 Contract Termination:** 14](#_Toc163818066)

[**4.17 Travel Per Diems:** 15](#_Toc163818067)

[**4.18 Record and Audit:** 15](#_Toc163818068)

[**4.19 Random Sampling:** 15](#_Toc163818069)

[**4.20 Entire Contract:** 15](#_Toc163818070)

[**Section 5: Specifications** 16](#_Toc163818071)

[**5.1 Bid Response:** 16](#_Toc163818072)

[**5.2** **Warranty:** 16](#_Toc163818073)

[**5.3 NRTL Certification:** 16](#_Toc163818074)

[**5.4 Emergency Situations:** 16](#_Toc163818075)

[**5.5 Trade-In:** 16](#_Toc163818076)

[**5.6 Employee Identification:** 17](#_Toc163818077)

[**5.7 On-Site Demonstration:** 17](#_Toc163818078)

[**5.8 Environmentally Friendly (“Green”) Product:** 17](#_Toc163818079)

[**5.9 Experience:** 17](#_Toc163818080)

[**5.10 Customer Service:** 17](#_Toc163818081)

[**5.11 Products and Services:** 17](#_Toc163818082)

[**5.12 Reporting:** 17](#_Toc163818083)

[**5.13 Pricing:** 18](#_Toc163818084)

[**5.14 Other:** 18](#_Toc163818085)

# **Section 1: General information**

## **Purpose:**

The University of Wisconsin -Whitewater, hereinafter referred to as the "University", through its Procurement Department, hereinafter referred to as "Procurement," on behalf of the Athletics Departments at the University of Wisconsin-Whitewater requests bids for the purchase of Sports Apparel including but not limited to, apparel, uniforms, footwear and equipment. All University of Wisconsin Institutions and departments must be eligible to purchase from this contract.

## **Scope:**

The University of Wisconsin-Whitewater is seeking proposals to provide Sports Apparel and related Services. This includes at a minimum (both genders where applicable), baseball, softball, basketball, cross country, football, golf, track and field, wrestling, gymnastics, swimming, soccer, volleyball, tennis, bowling, clubs, camps, dance, cheer and other.

University seeks an apparel and uniform brand that can support the apparel, uniform, footwear and select equipment needs for all of its existing sport offerings. Currently campus is utilizing Nike as their exclusive uniform and apparel brand. It is the intent of this bid to consider only Nike to fulfil the needs of the campuses to maintain brand exclusivity. Vendor will provide Nike brand, pricing and incentives accordingly.

The bid is also intended to provide eligible pricing to be used across all UW campuses, excluding UW-Madison. Obviously, the cost for a campus to change brands greatly increases the cost to the University and may need to be phased-in over a mutually agreeable timeline. These costs will be considered when purchases are made from an awarded vendor. If any incentive is provided to stay with current clothing brands, please list it on the Cost Sheet under “Monetary Contribution.”

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

## **Official colors of the University of Wisconsin-Whitewater Warhawks:**

Purple: Pantone 268

Light Grey: Pantone 9100

Warm Grey: Pantone 6

Grey: Pantone 9023

White

Black

Based on historic patterns here is an estimated spend and count of team members for the our University. These numbers are being provided as reference only and is no guarantee of future purchases. These numbers are for bid purposes only and not a guarantee of future purchases:

**Spend from Fiscal Year 2023 for UW Whitewater**

 $304,809

|  |  |
| --- | --- |
| **Number of Athletes and Coaches by Sport for Academic Year 2023** |  |
| **UW Whitewater** |  |
| **Department** | **# of Athletics** | **# of Coaches** | **Total Spend** |
| Baseball | 33 | 5 | $22,315  |
| Softball | 27 | 5 | $10,612  |
| Basketball | 45 | 7 | $28,450  |
| Cross Country | 47 | 4 | $7,171  |
| Football | 110 | 15 | $49,961  |
| Golf | 15 | 3 | $6,453  |
| Track and Field | 240 | 15 | $40,657  |
| Wrestling | 33 | 8 | $13,539  |
| Gymnastics | 23 | 4 | $30,496  |
| Swimming | 55 | 3 | $8,428  |
| Soccer | 62 | 4 | $15,732  |
| Volleyball | 25 | 4 | $24,383  |
| Tennis | 28 | 5 | $25,930  |
| Bowling | 21 | 3 | $4,315  |
| Clubs | 860 (34 clubs) |   | $5,742  |
| Camps  | 2500 (30 camps) |   | $3,524  |
| Dance & Cheer | 40 |   | $1,739  |
| Other |   |   | $5,362  |

See Specifications (Section 5) for the minimum acceptable specifications for items/services desired. The University does not guarantee to purchase any specific quantity or dollar amount. The estimated item quantities identified in this Request for Bid are for bid purposes only.

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

## **1.3 Definitions:**

The following definitions are used throughout this document:

* + **Buyer** means the UW procurement agent responsible for this Request for Proposal.
* **Bidder** means a firm submitting a bid in response to this Request for Bid.
	+ **Contractor** means successful proposer awarded a contract.
	+ **CT** means Central Time.
	+ **DVB** means Disabled Veteran-Owned Business.
	+ **MBE** means Minority Business Enterprise.
	+ **Purchasing** **card** means State credit card.
	+ **Purchasing and Procurement** means the UW Procurement department responsible for the procurement of goods and services.
	+ **RFB** means Request for Bid.
	+ **Sourcing Module** means the ShopUW+ Sourcing Event Module.
	+ **State** means State of Wisconsin.
	+ **University** and **UW** both mean University of Wisconsin-WHITEWATER.
	+ **WBE** means Woman-Owned Business Enterprise.

## **1.4 eSupplier/VendorNet Registration:**

Registration on the State of Wisconsin’s eSupplier Portal ([eSupplier.wi.gov](https://esupplier.wi.gov/psp/esupplier/SUPPLIER/ERP/h/?tab=WI_GUEST)) is available free of charge to all businesses and organizations that want to sell to the state. Refer to [Bidder Response: Registration and Sign-in Process](https://esupplier.wi.gov/starcontent/eSupplier/eSupplier%20-%20Registering%20as%20a%20Bidder.pdf) for further instructions. Registration allows a vendor to:

* + - Register for a bidders list for commodities/services that the vendor wants to sell to the state.
		- Receive an automatic e-mail notification each time a state agency, including the University of Wisconsin System campuses, posts a Request for Bid (RFB) or a Request for Proposal (RFP) with an estimated value over $50,000 in their designated commodity/service area(s).
		- Receive an e-mail notification of addendums/amendments relative to the RFB or RFP.

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

**NOTE**: Registration with eSupplier/Vendornet does not register the bidder with the ShopUW+ Sourcing Event Module. Instructions for registering with the Sourcing Module can be found here: [Supplier Login or Join JAGGAER Supplier Network (sciquest.com)](https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=UWisconsin)

## **1.5 Orders:**

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

* + - Specific order(s): issued as one-time orders.
		- Standing order(s): issued for a specified period of time, to allow departmental personnel to issue releases against the Standing order(s) as needed.
		- Purchasing Card order(s): issued as one-time order(s).

## **1.6 Electronic Commerce/Online Ordering:**

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

## **1.7 Campus Delivery Requirements:**

* + - Delivery of orders shall be made to University departments five days per week, Monday through Friday, during normal University business hours.
		- Contractor shall follow the delivery requirements outlined by the ordering campus. Contact the ordering department or the Procurement office for specific policy language, restrictions and a campus map.
		- Any unique delivery arrangements must be pre-approved by contacting the ordering department.

## **1.8 Parking:**

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through the University’s transportation or the ordering department’s business office. No additional Contractor costs will be allowed for parking fees or violations. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and/or towed.

## **1.9 Promotional Materials/Endorsements:**

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

## **1.10 Energy Star:**

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

## **1.11 Special Pandemic and Emergency Operations Considerations:**

The University of Wisconsin System, individual campuses, municipalities, counties, or the State or Federal government may have emergency orders or guidelines in place mandating or recommending measures such as face masks, protective gear, hand washing, temperature checks, symptom reporting, social distancing, or other temporary public health and safety measures. All suppliers visiting UW campuses or participating in UW sponsored activities, whether on or off campus, must comply with all relevant University, campus, government, and public health and safety mandates and guidelines unless specifically exempted by the applicable legislation, executive order or public health order. UW reserves the right to impose additional health and safety requirements, processes, and procedures at any time. Bidders, contractors and suppliers and their support personnel present in person at any UW site or event must comply with all such applicable measures in effect at that location.

## **1.12 Discriminatory Boycotts of Israel:**

Effective October 27, 2017, consistent with 2017 Wisconsin Executive Order 261, contractor agrees it is not engaged in a boycott of the State of Israel and further, contractor will not during the term of the contract engage in a boycott of the State of Israel. State agencies may not execute a contract and reserve the right to terminate an existing contract with a business entity that is not compliant with this provision. This provision applies to all contracts of all values.

# **Section 2: Process Instructions**

## **2.1 Term of Contract:**

It is the intent of the University to start the resulting Contract upon successful negotiations. The contract shall be effective on the contract execution date and shall run for THREE (3) years from that date.

This contract will be automatically renewed for FOUR (4) additional one-year terms, unless Procurement is notified, in writing, by the Contractor within 180 days; or notifies the Contractor, in writing, 30 calendar days prior to expiration of the initial and/or succeeding Contract term(s).

## **2.2 Reasonable Accommodations:**

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request.

## **2.3 Oral Presentations, Product Demonstrations and Site Visits (Pre-Award):**

The University, at its sole discretion, may require oral presentations, product demonstrations and/or vendor location site visits to validate information submitted with the bids. Failure of a bidder to conduct a presentation on the date scheduled or allow an on-site/vendor site visit may result in rejection of the bid. These events cannot be used as an opportunity to alter bids submitted.

## **2.4 Firm Pricing:**

* Prices shall be based on Manufacturer Suggested Retail Price,minus the fixed discount. The discount schedule shall remain fixed for the duration of the contract and all renewals.
* Bidder shall provide an electronic copy, in excel, of all the manufacturer’s products at the execution of the contract and 30 days prior to any proposed price increase(s). This document must be provided with no limitation of excel’s functionality to sort, search, filter, make calculations, etc. The data shall be labeled by lot name and contain the following fields, Manufacturer Part Number, Manufacturer Description, your Part Number (if different), your description (if different), Manufacturer Suggested Retail Price (MSRP), our discount, our price and Institution. Referencing your website for pricing information is not sufficient. After award, Contractor must provide additional copies to Procurement and University departments upon request.
* If you are a manufacturer that will not be providing the goods and services directly, each dealer must submit a response to this solicitation separately so that we can ensure that we are getting the most competitive pricing.

## **2.5 Method of Bid:**

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

* **Specific Items Listed:**
	+ - * For Specific items requested in this bid, prices must remain firm for the initial contract term. Prices established may be lowered due to general market conditions, or negotiations between the University and Contractor.
			* Price increase requests proposed after the initial Contract term, along with an updated price list, must be received by Procurement in writing 90 calendar days prior to the beginning of the next contract term for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Procurement deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part or to negotiate price increase requests with the Contractor ..
			* Price increases must be labeled with the contract number and be submitted in the same format as the original pricing request. Any price increase requested that is not submitted in the proper format may be rejected.
		- **Non-Listed, Related Items:**
			* The University requests that all non-listed, related items available from the manufacturer be made available at a single percentage discount from the manufacturer's catalog or price list identified by the bidder.
			* Percentage discount(s) for non-listed, related items must remain firm during the initial and each succeeding Contract term; or may be renegotiated by the University and the Contractor.
			* One (1) electronic copy - in searchable Excel, Word or PDF format - of the manufacturer catalog or price list for the non-listed, related items should accompany your bid response. Referencing your website for pricing information is not sufficient. After award, Contractor must also provide a copy to Procurement and University departments upon request.
			* Should price lists change for non-listed, related items during the Contract term, it is the responsibility of the Contractor to submit a letter, referencing the Contract number and including an electronic copy of the new pricing in searchable Excel, Word or PDF format to Procurement, 90 days prior to any price increase becoming effective. Proposed price increases are limited to fully documented cost increases submitted with the request. Invoices shall be audited using the most current price list on file in Procurement on the date the order was placed .
			* Price lists should be labeled with the contract number and the item(s), *if applicable*, to which they apply.

## **2.6 GSA Pricing:**

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

## **2.7 Samples and Evaluations:**

* + - Bidder may be asked to submit a no-charge, (non-returnable) sample(s) upon request after bids are opened for bid evaluation purposes or verification of item/service bid.
		- Non-returnable samples should be clearly labeled as “sample” and should be identified with the bidder’s name, bid number, due date and bid item number.
		- Samples requested shall be delivered to the designated location no later than the date and time specified by the University.

# **Section 3: Bidder Qualifications**

## **3.1 Bidder Experience:**

Bidder company must be in the business of providing the requested items/services and must have done so for the past **THREE (3)** years.

## **3.2 Minimum Order:**

Bids that require any minimum order quantity or dollar amount shall be disqualified.

## **3.3 Trademark:**

Bidder must be, or must become, a UW Licensee for items bearing trademarks, logos or other symbols of the University in which the University has a proprietary licensed or copyright interest.

## **3.4 Debarment:**

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

# **Section 4: Performance and Contract Requirements**

## **4.1 Firm Pricing:**

* + - Prices shall be based on Manufacturer Suggested Retail Price,minus the fixed discount. The discount schedule shall remain fixed for the duration of the contract and all renewals.
		- Bidder shall provide an electronic copy, in excel, of all the manufacturer’s products at the execution of the contract and 30 days prior to any proposed price increase(s). This document must be provided with no limitation of excel’s functionality to sort, search, filter, make calculations, etc. The data shall be labeled by lot name and contain the following fields, Manufacturer Part Number, Manufacturer Description, your Part Number (if different), your description (if different), Manufacturer Suggested Retail Price (MSRP), our discount, our price and Institution. Referencing your website for pricing information is not sufficient. After award, Contractor must provide additional copies to Procurement and University departments upon request.
		- If you are a manufacturer that will not be providing the goods and services directly, each dealer must submit a response to this solicitation separately so that we can ensure that we are getting the most competitive pricing.

## **4.2 F.O.B. Destination:**

All deliveries shall be FOB Destination. Delivery charges and risk of loss shall be borne by the Contractor.

Delivery will be made by common carrier or Contractor’s truck, with unloading to be performed by the carrier/contractor and carton(s) transported to a designated interior/ground floor space or inside dock at:

University of Wisconsin-Whitewater

500 North Fremont

Whitewater, WI

Bid prices must include all packing, freight, insurance charges and installation/operation manuals, excluding any import/export costs.

If bidding other than F.O.B. Destination, as stated, F.O.B. point and shipping charges must be identified with bidder’s submitted pricing. This additional cost will be added to the bid total and will serve as the basis for determining the award. *You may be asked to Indicate the Country of Origin and Shipping Point.* **See University Imports clause *if applicable***.

Failure to bid FOB DESTINATION delivery charges and risk of loss borne by the Contractor in bid price or discount may disqualify your bid.

## **4.3 Mandatory Reporting of Child Abuse or Neglect:**

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

## **4.4 Item Return Policy:**

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

## **4.5 Additional Items/Services:**

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

## **4.6 Invoicing Requirements:**

* + - Invoices for Purchase Orders

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

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

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

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

The original invoice must be sent to the address provided in the BILLING INFORMATION section of the PO, unless the customer identifies and establishes a different bill-to location.

* + - Purchasing Card:

Order confirmation shall contain the same detail as listed for Purchase Orders and should be sent to the address given at the time the order is placed. *Any fees charged for use of the University’s purchasing card program are not allowed.*

## **4.7 Refund of Credits:**

The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

## **4.8 Invoice Dispute:**

Pursuant 15.528(3)(e) the UW Whitewaterwill notify supplier by e-mail or mail, at its discretion, of any disputed invoice.

## **4.9 Shipments, Duplicates and Over shipments:**

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

## **4.10 Training:**

If requested, Contractor must provide personnel with instructions on set-up and operation of the items at no charge to the University. Training requirements will be negotiated with the Contractor if not identified in the bid specifications.

## **4.11 On Site Service:**

In carrying out the scope of this Contract, the Contractor may be required to perform services on University property. Bidders cost must include all transportation charges. Certificates of Liability with appropriate levels of coverage must be provided prior to beginning work.

## **4.12 Insurance:**

The Contractor shall maintain insurance levels as required in the DOA 3054 Standard Terms and Conditions – Section 23.0. A certificate of insurance must be provided upon request.

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

## **4.13 Performance Meetings:**

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

##  **4.14 Subcontracting:**

* + - Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by Procurement. Upon request Contractor must provide Subcontractor’s complete contact information including EIN# (TIN#, SS#) and signed W-9 form.
		- The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. University reserves the right to assess Contractor damages in excess of the contract amount for Subcontractor’s failure to perform or inability to complete required project milestones.
		- Subcontractors must abide by all terms and conditions under this Contract.
		- If Subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

## **4.15 Activity Reports:**

Contractor should be able to report on an annual basis all items/services purchased against this contract during the designated report period, including but not limited to:

* Date of order/release
* Item manufacturer’s name or abbreviation (if applicable)
* Complete item description including catalog, model and/or stock number(s) identical to those stated in bid
* Prices per the Contract

## **4.16 Contract Termination:**

* + - The University may terminate the Contract at any time, without cause, by providing 60 days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.
		- Shall either party fail to perform under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 30 calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract immediately.
		- If at any time the Contractor performance threatens the health and/or safety of the University, its staff, students or others who may be on campus, the University has the right to cancel and terminate the Contract without notice.
		- Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Standard Terms and Conditions, the University has the right to cancel and terminate the Contract without notice.
		- If at any time a petition in bankruptcy shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, the University has the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this contract by giving 10 calendar days’ notice in writing of such termination.

## **4.17 Travel Per Diems:**

All of the Contractor’s travel and per diem expenses shall be the Contractor’s sole responsibility. Payment to the Contractor by the University shall not include an additional amount for this purpose.

## **4.18 Record and Audit:**

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

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

## **4.19 Random Sampling:**

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

## **4.20 Entire Contract:**

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

1. Resulting Contract Award
2. This Original Request Bid including amendments/attachments
3. Bidder response to RFB
4. Official Purchase Order *(if applicable)*

Any other terms and conditions provided by the Bidder with the bid or for future transactions against this contract, including but not limited to click on agreements accepted by the Department; shrink wrapped agreements; or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by University Procurement Any exceptions to this RFB should be submitted with your response and alternative language proposed.

Submitting a standard Bidder contract or term and condition as a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the bid. The University reserves the right to negotiate contractual terms and conditions or reject the Bidder’s response and proceed to the next qualified bidder.

# **Section 5: Specifications**

Conditions of bid which include the word “must” or “shall” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. **FAILURE TO MEET A MANDATORY REQUIREMENT SHALL DISQUALIFY YOUR BID.** If no bidder is able to comply with a given specification, condition of bid or provide a specific item/service requested, Procurement reserves the right to delete that specification, condition of bid or item without having to complete the bid process again.

## **5.1 Bid Response:**

The manufacturer’s items shown in this Section (Specifications) are currently being used at the University. Adequate detailed specifications of the items/services being offered, or bid must be included with your bid. Bidder may offer an alternate manufacturers items/services believed to be an equal to those listed. Any alternate item/service bid must be clearly identified by manufacturer and catalog, model, or stock number. Detailed specifications of the alternate items/services offered must be included with your bid to establish equivalency and to ensure that the items/services being bid, must meet all specifications. The University will be the sole judge of equivalent acceptability between Bidders’ responses. Failure to provide the requested product specifications and information for items/services bid may disqualify your bid.

## **Warranty:**

The contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased under this contract. The bidder must provide warranty and service level information in the TECHNICAL RESPONSE QUESTIONS and should enclose standard warranty documents with your bid.

## **5.3 NRTL Certification:**

The University strives to make sure all equipment purchased has the appropriate United States (US) NRTL certification ([Nationally Recognized Testing Laboratories (NRTLs) | Current List of NRTLs | Occupational Safety and Health Administration (osha.gov)](https://www.osha.gov/dts/otpca/nrtl/nrtllist.html)). Bidders should provide a list of all NRTL certifications their proposed product has achieved in their bid/proposal response. The University reserves the right to add the costs associated with acquiring an independent US NRTL certification to the submitted bid price to establish comparable costs across all responses. Preference may be applied to products that will have US NRTL certifications prior to shipment.

## **5.4 Emergency Situations:**

In the event of an emergency situation (pandemic, snowstorm, etc.), Contractor must be prepared to supply the University with the items/services on this bid as required. An emergency preparedness plan to serve the University, and the items/services that are available to meet emergency needs, must be provided if requested by the University. Minimally, this plan should include emergency contract information, product and service level availability, staffing, equipment, and logistics plan.

## **5.5 Trade-In:**

If trade-in option is awarded, Contractor will remove trade-in equipment at the time of installation of new equipment at no extra charge to the University.

## **5.6 Employee Identification:**

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

## **5.7 On-Site Demonstration:**

An on-site demonstration of any product may be required for evaluation purposes. This demonstration is to be without expense or obligation to the University. The University will not be liable for any loss or damage. If requested, the demonstration must occur as negotiated with the Contractor.

## **5.8 Environmentally Friendly (“Green”) Product:**

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

## **5.9 Experience:**

Bidder must have experience working with schools, providing these products and services, with multiple locations, billing addresses, ordering methodologies (i.e., P-Card, Purchase Order, etc.), and departments.

## **5.10 Customer Service:**

* + - Bidder must provide a customer service line that is staffed between the hours of 9:00 am to 5:00 pm Central Standard Time, Monday through Friday. If your hours differ other schedules may be considered.
		- Will orders be placed directly through your company, or will they be placed through a third party? If a third party will be used, provide their name, address, URL, phone number, and contact name.
* The Contractor is required to notify the ordering department of any back order, discontinuation of item(s) or other delays in shipping within five (5) working days of receipt of order or release against existing order(s).

## **5.11 Products and Services:**

* Bidder must be able to provide the Manufacturer’s full catalog to bid on a lot.
* Bidder must provide a link to its online catalog for any manufacture/Lot that it will be submitting a bid for.

## **5.12 Reporting:**

* + - Bidder must be able to provide spend reporting by Campus/Institution on a quarterly and yearly basis. Reporting must contain at a minimum, the information required in section 4.5, Invoicing Requirements.
* The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.
* The University shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall retain all applicable documents for a period of not less than five years after the final contract payment is made. The University reserves the right to inspect any facilities used to support this Contract.

## **5.13 Pricing:**

* + - Submit a complete electronic copy of your product catalog AND provide a link to your online catalog.
		- In Attachment A, Itemize Cost Sheet, provide a list of all product credits, by sport and any other incentive(s) your company is offering.

## **5.14 Other:**

* + - All Monetary benefits (rebates, promotional funds, etc.) will be provided directly back to the University of Wisconsin-Whitewater that purchased the goods.
		- Bidder must be able to provide additional services such as silk screening, embroidery, and quote your pricing on the cost sheet.