

## MCW Terms and Conditions for Catalog Bids

- 1. Bid Responsiveness.** All bids must be signed or they shall be deemed non-responsive and be rejected. Bids may be evaluated by the Buyer and program manager to verify that they meet all specified requirements in this RFB and that they comply with all instructions of this Bid. The verification process may include requesting reports on the Bidder's financial stability, requiring verbal presentations or product demonstrations at MCW or vendor's location, and/or reviewing results of past awards to the vendor by MCW. Failure of a Bidder to comply with verification requests may result in rejection of the bid response. The verification process cannot be used as an opportunity to alter bids submitted. MCW shall be the sole judge of the results of the verification process.

All specifications are mandatory minimum requirements unless otherwise stated. Failure to meet a mandatory requirement shall result in the Bid being deemed non-responsive. Bidders are encouraged to ask questions to resolve any ambiguities in Bid specifications. Bidders are also encouraged to submit responses even if all mandatory requirements are not met because Purchasing reserves the right to delete specifications, conditions of Bid or items not Bid if no Bidder is able to comply with the requirement.
- 2. Acceptance-Rejection:** Bids must be date and time stamped by the Purchasing Office on or before the date and time that the bid is due. Bids dated and time stamped in another office may be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the Purchasing Office.

MCW reserves the right to (1) reject all Bid responses and make no award; (2) waive irregularities or technicalities in Bid responses; (3) request clarifying information from Bidders; (4) make a partial award; (5) accept or reject all or part of any Bid response submitted; or waive any mandatory requirement if it deems that failure to do so would result in an inadequate number of bid responses.
- 3. Multiple Bids.** Multiple Bids from a Bidder will be permissible; however, each Bid must conform fully to the requirements of the RFB. Each such Bid must be submitted separately and labeled as Bid #1, Bid #2, etc. on each page included in the Bid response.
- 4. Amending a Bid.** A Bidder desiring to amend its bid before the RFB due date may do so by filing an amended Bid at the same address as the Bid. All conditions and provisions of the original Bid will be in effect.
- 5. Withdrawal of Bid.** Bids shall be irrevocable until RFB award unless the bid is withdrawn. Bidders may withdraw a bid, in writing, at any time up to the bid closing date and time. To accomplish this, the written request must be signed by an authorized representative of the Bidder and submitted to Purchasing. If a previously submitted bid is withdrawn before the bid due date and time, the Bidder may submit another bid at any time up to the RFB closing date and time.
- 6. Method of Award:** Awards shall be made to responsible and responsive bidder(s) based on the needs of MCW. MCW, within its sole discretion, will determine that need and reserves the right to make multiple awards to as many suppliers as are deemed to be in MCW's best interest; MCW will make multiple awards by category to as many suppliers as deemed to be in MCW's best interest; or not make any award.
- 7. 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 MCW.
- 8. Quantities:** MCW does not guarantee any specific amounts will be purchased. Any quantities shown on any RFB are based on estimates only.
- 9. Incurring Costs.** MCW is not liable for any cost incurred by Bidders an RFB.
- 10. Supplier Diversity:** MCW encourages the use of MBE Suppliers to the fullest extent possible.
- 11. Additional and Like Products.** MCW reserves the right to purchase additional items at the same discount as set forth in the Bid response or at such deeper discounts as the Supplier agrees. MCW reserves the right to purchase like item, peripheral items at the discount set forth in the Bid response.
- 12. Warranty work within US:** All warranties work must be performed within the continental United States unless specifically agreed to by MCW.
- 13. Certification of Independent Price Determination.** Bidder affirms that prices in any bid were been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; Unless otherwise required by law, the prices in the bid were not been knowingly disclosed by the bidder prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder or to any competitor; and no attempt was made by the Supplier to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 14. Shipments, Duplicates and Overshipments:** Upon notification by MCW of a duplicated order or overshipment, the items identified must be removed at the Successful Bidder's expense. If the duplicated or overshipment items are not removed within 30 days of written notification, MCW reserves the right to dispose of them as its own property and shall not be held liable for any cost for the items.
- 15. Reports:** If the Bid is for multiple purchases, the Successful Bidder must be able to provide MCW with requested reports at agreed-upon intervals with agreed-upon details.
- 16. Record and Audit:** The Successful Bidder 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.
- 17. Conflict of Interest:** Private and non-profit corporations are bound by Wis. Stat. §§. 180.0831, 180.1911(1), and 181.0831.
- 18. Early Pay Discount:** Early pay discounts shall be considered in determining Bid award. However, payment discounts of less than 10 days will not be considered in the award of this bid.
- 19. Federal Funds.** In the event the Articles are being purchased with federal funds, MCW's Terms and Conditions for Purchase Orders Using Federal Funds found at [www.mcw.edu/purchasing.htm](http://www.mcw.edu/purchasing.htm) shall also apply.
- 20. Specifications:** The specifications in any Request for Bid ("RFB") 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, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. To be considered **responsive**, full descriptive literature must be included and bidder must specifically highlight or direct MCW to the precise place in the literature that demonstrates all of the specifications are equal or better. Bidder must specifically circle and explain any deviations from the bid specifications. MCW shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid.
- 21. Entire Contract:** The successful Bidder agrees to enter into a contract prepared by MCW, based on the criteria established in the RFB, including attachments and any amendments thereto. The RFB, the Bidder's response, and any written communications incorporated into the contract constitute the entire contract between the parties. The order of priority in interpreting the contract shall be as follows: (1) The Bid document, including any amendments/attachments; (2) Official Purchase Order; and (3) the Successful Bidder's Response to the RFB.

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Any exception to MCW's terms and conditions must be provided in their bid response. Any contract term or condition not set forth in the response will not be negotiated or accepted. Acceptance of any contract terms or conditions proposed is at the sole discretion of MCW.

- 22. Pricing and Discount:** MCW qualifies for educational discounts. Unit prices shall reflect these discounts. Unit prices shown on the bid or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the RFB. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the RFB evaluation and contract administration. 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).

Bid prices must include all packing, freight, insurance, set-up, instruction, per diem and operation manual charges, excluding any import costs. Delivery and Installation must be coordinated with MCW designated contact prior to delivery/installation. Items must be set in place, connected to utilities as applicable, installed in the area designated by University personnel, demonstrated to be in operating condition, and approved by University personnel. All debris must be removed from MCW's premises and properly disposed of by the successful Bidder. Upon installation, all operating instructions and operating and maintenance manuals must be furnished to MCW.

- 23. Bid Pricing:** Bid pricing must remain firm for the earlier of 6 months from bid opening or contract award.
- 24. Escalation/De-escalation Clause:** Discounts awarded on this bid must remain firm throughout the entire contract period. If the list price (if the bid is a list minus award) or cost price (if this is a cost plus award) change, the Successful Bidders must notify MCW Purchasing Department with 30 days of that change. In the event the price increase exceeds 5% in any 12-month period, MCW reserves the right to terminate the contract.
- 25. Material Safety Data Sheet:** If any item(s) on an order(s) resulting from this bid is a hazardous chemical, as defined under 29 CFR Part 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).