



NORTHWESTERN UNIVERSITY

INVITATION TO BID (ITB)

ITB NUMBER: [PR SITB2015-000](#)

PROPOSAL DUE DATE: _____
no later than 12:00 p.m. (noon) central time

ISSUING DEPARTMENT: NORTHWESTERN UNIVERSITY
PURCHASING RESOURCE SERVICES
2020 RIDGE AVENUE, 2ND FLOOR
EVANSTON, ILLINOIS 60208-4303

Procurement Administrator:
PHONE: 847-
[@northwestern.edu](mailto:pr@northwestern.edu)
FAX: 847-467-5400

TITLE:

USING DEPARTMENT:

Estimated Timeline:

Key Milestone:	Date:
Issue Date	
Return Acknowledgement	
Pre-Bid Meeting or Questions Due (see paragraph 2.002 for more details)	
Addendum Issued	
Bid Due Date	
Tentative Finalist Presentations	week of
Award Recommendation Date	
Contract Start Date	

Please note that Purchasing Resource Services is the sole point of contact during the entire procurement process. All communication regarding this procurement MUST be directed to Purchasing Resource Services until an award decision has been made.

Acknowledgement
ITB NUMBER: [PR SITB2015-000](#)

Upon receipt of this Invitation to Bid, please send an acknowledgement of receipt of ITB materials by filling out this form and returning it to the Procurement Administrator from Purchasing Resource Services indicated on the cover page of this ITB:

Procurement Administrator name

PLEASE NOTE: all questions regarding the content and specifications of this ITB must be submitted in writing and sent to the Procurement Administrator indicated on the cover page of this ITB.

Check appropriate box below:

- Will be submitting a response to this ITB.
- Will NOT be submitting a response to this ITB, however please keep our company in mind for future solicitations for this product or service.
- Will NOT be submitting a response to this ITB. Please remove our name from the potential bidder list for this product or service.

Company Name: _____

Name: _____

Authorized Signature: _____

Title: _____

Date: _____

Phone: _____

Fax: _____

Email: _____

Article 1 is designed to provide bidders with information on the requirements associated with this ITB. Bidders will be submitting written proposals discussing how they meet the requirements included in this section. **Article 2** describes the bid process and how proposals should be formatted. The bid evaluation and award will be based on which bidder represents the best value to Northwestern University. **Article 3** contains all primary contractual terms and conditions.

ARTICLE 1 – STATEMENT OF WORK	1
1.0 Introduction	1
1.001 PROJECT TITLE AND DESCRIPTION	1
1.002 NORTHWESTERN UNIVERSITY BACKGROUND INFORMATION.....	1
1.003 PROJECT COORDINATION.....	1
1.004 COMMENCEMENT OF WORK.....	1
1.005 DEFINITIONS	2
1.006 CONTRACT TERM	2
1.1 Requirements.....	2
1.101 SPECIFICATIONS.....	2
1.102 BREADTH OF PRODUCT	3
1.103 KEY PERSONNEL/CUSTOMER SERVICE.....	3
1.104 BACKGROUND CHECKS AND SECURITY	3
1.2 Service Capabilities	4
1.201 ORDERING	4
1.202 WEB CATALOG.....	4
1.203 TRAINING	5
1.204 REPORTING	5
1.205 Contract Administration.....	5
1.206 MAINTENANCE/SERVICE	6
1.207 MARKETING/PROMOTIONS	6
1.208 RESEARCH AND DEVELOPMENT	6
1.209 QUALITY ASSURANCE	6
1.210 WARRANTY FOR PRODUCTS OR SERVICES	6
1.3 Delivery Capabilities/Timeline.....	6
1.301 TIME FRAMES	7
1.302 MINIMUM ORDER.....	7
1.303 F.O.B. TERM / FUEL SURCHARGE	7
1.304 BACKORDERS / NO SUBSTITUTIONS.....	7
1.305 PRODUCT RECALL	7
1.306 RETURN POLICY	8
1.4 Financials.....	8
1.401 PROPOSAL PRICING.....	8
1.402 PRICE TERM.....	10
1.403 BILLING AND PAYMENT	10
1.404 PCI COMPLIANCE.....	11
1.5 Other	12
1.501 SPECIAL PROGRAMS/OFFERS	12
1.502 TECHNOLOGY	12
1.503 PREFERRED CUSTOMER STATUS.....	13
1.504 SUPPLIER DIVERSITY	13
1.505 SUBCONTRACTORS	13
1.506 ENVIRONMENTAL AWARENESS	13
1.507 INSURANCE REQUIREMENTS	14
1.6 Responsibilities of NU (<i>if necessary</i>)	15
ARTICLE 2 – BID PROCESS	16
2.0 Introduction	16
2.001 PROPOSALS	16
2.002 PRE BID MEETINGS AND QUESTIONS	16
2.003 CHANGES/ADDENDUM.....	16
2.004 EFFICIENT PROPOSAL	17
2.1 Proposal Format	17

2.101	COMPANY INFORMATION/CAPABILITIES	17
2.102	PRIOR EXPERIENCE	17
2.103	FINANCIALS	17
2.104	PRODUCT (see Article 1, Paragraph 1.1).....	18
2.105	SERVICE CAPABILITIES (see Article 1, Paragraph 1.2).....	18
2.106	DELIVERY CAPABILITIES (see Article 1, Paragraph 1.3)	18
2.107	PRICING (see Article 1, Paragraph 1.4)	18
2.108	OTHER (see Article 1, Paragraph 1.5).....	18
2.2	Submitting Bids and Proposals	18
2.201	BIDDER'S REPRESENTATIVE	18
2.202	PROPOSAL SUBMISSION.....	19
2.3	Additional Considerations	19
2.301	PAST PERFORMANCE	19
2.302	FINANCIAL STABILITY.....	19
2.303	SAMPLES/MODELS	19
2.304	CLARIFICATIONS	20
2.305	ORAL PRESENTATION	20
2.306	SITE VISIT.....	20
2.4	Award Process	20
2.401	METHOD OF AWARD/SELECTION CRITERIA	20
2.5	Competitive Offer	21
2.6	Proposal Preparation	21
2.7	Ethics; Influence.....	22
2.8	Acceptance of ITB Terms	22
2.9	Extension of Contract to CICPC (OPTIONAL).....	22
ARTICLE 3 – TERMS AND CONDITIONS		23
3.0	Introduction	23
3.001	GENERAL PURPOSE.....	23
3.002	NON-EXCLUSIVE NATURE OF THE CONTRACT.....	23
3.003	ISSUING OFFICE, CONTRACT ADMINISTRATOR, AND COMPLIANCE OFFICER.....	23
3.004	NOTICES.....	23
3.005	GOVERNING LAW.....	23
3.006	INDEPENDENT CONTRACTOR/NO JOINT VENTURE	24
3.007	HEADINGS.....	24
3.008	ENTIRE CONTRACT	24
3.009	SEVERABILITY.....	24
3.010	SURVIVAL OF TERMS	24
3.011	WAIVER	24
3.012	CONTRACT DISTRIBUTION	24
3.013	THIRD PARTY BENEFICIARIES.....	24
3.1	Contractor Performance/Representations	24
3.101	STAFF	24
3.102	PACKAGING	25
3.103	PRIME CONTRACTOR RESPONSIBILITIES	25
3.104	PROFESSIONAL RESPONSIBILITIES	25
3.105	ASSIGNMENT.....	25
3.106	WEBSITE INCORPORATION.....	26
3.107	ETHICS: GRATUITIES.....	26
3.108	TAX PAYMENTS.....	26
3.109	FALSE INFORMATION.....	26
3.110	DISCRIMINATION, HARASSMENT, AND SEXUAL MISCONDUCT, INCLUDING SEXUAL HARASSMENT	26
3.111	General Provisions and Certifications for Government Contracts.....	28
3.112	EXPORT CONTROLS	31
3.2	Payment.....	32
3.201	INCURRING COSTS	32
3.202	TAX EXEMPT.....	32

3.3 Northwestern University Rights.....32

- 3.301 INDEMNIFICATION.....32
- 3.302 LIMITATION OF LIABILITY32
- 3.303 AUDIT RIGHTS33
- 3.304 CONTRACT COMPLIANCE/PERFORMANCE REVIEWS.....33
- 3.305 TRANSITION ASSISTANCE.....33
- 3.306 USE OF MARKS/NEWS RELEASES33
- 3.307 CONFIDENTIALITY33
- 3.308 CREDIT/TRADE REFERENCE34

3.4 Warranties.....34

- 3.401 STANDARD WARRANTIES34
- 3.402 PROHIBITED PRODUCTS34
- 3.403 INSPECTION AND TESTING35
- 3.404 INTELLECTUAL PROPERTY/WORK FOR HIRE35

3.5 Breach of Contract and Remedies35

- 3.501 BREACH DEFINED.....35
- 3.502 NOTICE AND RIGHT TO CURE35
- 3.503 TERMINATION36
- 3.504 FORCE MAJEURE.....36
- 3.505 BANKRUPTCY/INSOLVENCY36

3.6 Changes, Modifications, and Amendments36

- 3.601 SERVICE MODIFICATIONS36
- 3.602 ADDITIONAL ITEMS/SCOPE CHANGE37

ATTACHMENTS:

- Proposal Response Sheet
- Item Listing

ARTICLE 1 – STATEMENT OF WORK

1.0 Introduction

1.001 PROJECT TITLE AND DESCRIPTION

This is an Invitation To Bid (ITB) being issued by Northwestern University (NU). This is a formal request to prospective bidders soliciting the submission of proposals. The purpose of this ITB is to establish a Preferred Vendor Contract(s) for *(insert commodity/service being purchased)*.

In recent years, NU has spent approximately \$ _____ per year on the product(s) or service(s) covered by this Agreement. NU, however, is not obligated under this Agreement to purchase this or any other amount from the Bidder/Contractor.

Current Environment:

Purpose of this ITB:

Bidders MUST read this entire document prior to submitting their proposal. Service, quality, and pricing are of paramount importance and will be monitored throughout the life of the agreement. It should be understood that the failure in any one of these categories could result in termination of the agreement.

1.002 NORTHWESTERN UNIVERSITY BACKGROUND INFORMATION

Northwestern University is a private, not for profit, nonsectarian, coeducational institution, created by Charter by the State of Illinois in 1851. NU has two main lakefront campuses located in Evanston and Chicago. The Evanston and Chicago campuses cover approximately 240 acres and 25 acres respectively and includes approximately 175 buildings used for classrooms, labs, residential and administrative purposes. NU also has a campus in Doha, Qatar. There are approximately 14,000 full-time students, 3,600 part-time students, and 9,000 faculty and staff. NU’s academic calendar consists of three quarters and one summer session. The administrative operations for the entire University are open and conduct business the entire year.

Our Federal employer identification number is 36-2167817.

1.003 PROJECT COORDINATION

- a. The Contractor will carry out the Contract as provided herein under the direction of _____.
- b. Although there will be regular and consistent contact between the ordering departments/schools and the Contractor, the Contractor will meet _____ *(monthly, quarterly, semi-annually, or annually)* with Purchasing Resource Services for the purpose of reviewing progress and providing necessary guidance to the Contractor in identifying and solving problems that arise.

1.004 COMMENCEMENT OF WORK

Contractor shall not proceed with performance of any work, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of the terms and conditions and a certificate of insurance naming NU as an ‘additional insured’ is on file.

1.005 DEFINITIONS

Bidder: shall mean any vendor submitting a response to the ITB.

Vendor: shall mean any Bidder submitting a response to the ITB.

Contractor: shall mean the Bidder awarded the contract that will provide products or services to NU.

PRS: shall mean Purchasing Resource Services

NU: shall mean Northwestern University.

ITB: shall mean Invitation to Bid.

Terms and Conditions: shall mean all specific terms and conditions as set forth by the Contract. University's terms and conditions contained in this agreement will supersede Contractor's terms and conditions and University's terms and conditions contained on a purchase order, and will remain in force for the term of the Contract.

Contract: shall mean final agreement made between NU and the Contractor that is recommended for award. Applicable information provided by Contractor in response to the ITB will be recognized and incorporated into the final Contract.

Proposal: shall mean Bidder's response to the ITB.

Campus: shall mean all University buildings and other property to potentially be serviced by Contractor.

Reserved: shall mean that the paragraph is not applicable to this particular ITB/resulting Contract.

Blanket Purchase Order: - shall mean University will generate the form annually (usually at the beginning of the fiscal year (Sept. 1). The blanket purchase order will show purchase order number and specifications to be delivered for one complete fiscal year.

1.006 CONTRACT TERM

The term of the Contract will be for three (3) years and will be effective as of the date on which the Contract is executed by all parties. This will be approximately *(insert date)* through *(insert date)*.

Option. NU reserves the right to exercise two (2), one-year options, at the sole option of the University. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by the University to exercise an option year.

Extension. The Contract may also be extended after all option years, if NU determines that it is in their best interest, subject to renewal for specified period and agreement by both parties.

1.1 Requirements

1.101 SPECIFICATIONS

Bidders shall discuss their ability to meet specifications and minimum industry standards.

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the ITB and/or copies of specifications attached.

Approved Brands or Manufacturers' lines - Acceptable brands are noted in the ITB or lists attached. Bidder shall quote only on such brands. Bids on alternates will not be accepted.

Brand or trade names referred to herein are for identification purposes only, and do not limit the Bidder to such brands, provided alternates offered are equal in quality and function to those specified. Descriptive literature that contains complete specifications should be included with alternate bids.

1.102 BREADTH OF PRODUCT

NU expects bidders to be able to provide an extensive, comprehensive line of laboratory supplies and equipment. Multiple product lines, manufacturers, families of product, as well as a house brand/private label line of products that will best meet the needs of NU is desired. Bidder shall provide a comprehensive description of their breadth of product offering.

1.103 KEY PERSONNEL/CUSTOMER SERVICE

The Contractor must be able to provide appropriate staff to properly service NU. The Contractor shall also have account representatives (or designated dealer representatives) that make routine and timely visits to University schools and departments.

Bidder shall discuss ALL key personnel that will be assigned to the Contract. Bidder shall identify the key personnel by name and title, discuss their primary responsibilities, and indicate where these personnel will be physically located during the Contract performance. Detailed information of all key personnel shall be submitted.

The Contractor shall also have an accessible customer service department with an individual assigned to NU. The Contractor shall strive to respond to all customer service inquiries within one business day. A telephone number (toll-free is preferred) for customer service calls shall be provided.

1.104 BACKGROUND CHECKS AND SECURITY

The resulting Contract may require frequent deliveries and/or the performance of on-site services in campus facilities. Bidders shall discuss in their proposals all measures utilized by their company to ensure the security and safety of University buildings. This shall include, but is not limited to, the use of uniforms and ID badges, performance of background checks on all personnel assigned to NU, etc. Bidder shall indicate the name of the company that performs the background checks, how they are performed, what the background check consists of, and how they determine if an employee is suitable for assignment at NU. All such background checks must be current within the last 12 months as of the time when each individual is first assigned to NU. Each background check shall minimally consist of the following components:

- SSN Trace
- Federal and County Criminal Record
- Enhanced Nationwide Criminal Search
- Federal Excluded Parties Lists System
- Office of Foreign Assets Control
- National Sex Offender
- DOJ State Sex Offender
- OIG – Excluded Parties

The Bidder awarded the Contract will be required to provide written certification that each employee assigned to NU has satisfactorily completed a background check and is suitable for assignment at NU. The Contractor will also be required to perform a background check (and provide written certification) on all new employees assigned to NU during the contract period. NU reserves the right to require that background checks be performed on all staff assigned to NU annually throughout the contract period.

The Contractor and its subcontractors also agree to comply with the security access requirements of individual NU facilities.

1.2 Service Capabilities

1.201 ORDERING

The Contract is for use by _____.

- a. **Purchase Orders.** All purchases are to be preceded by the issuance of an official Purchase Order generated by NU's financial system that will then be sent to the vendor. An official Purchase Order begins with the prefix PUR and includes the signature of the Director of Purchasing. The vendor shall send an acknowledgement shall be sent to the ordering department or school for all orders. Bidders shall discuss all secure ways that they can accept orders from NU. This includes having the capacity to receive orders electronically, facsimile, written order, procurement card, e-mail, etc.
- b. **eProcurement.** In addition, NU's Financial Management System is Peoplesoft including e-procurement, and a 3rd party catalog management tool powered by SciQuest called the iBuyNU Marketplace. If Purchasing Resource Services decides that the catalog of the selected Bidder should be included in the Marketplace, the Contractor agrees to work with PRS and SciQuest to make sure an electronic version of their item information is available, either in a hosted or punchout format. The final Contract will include an iBuyNU Marketplace attachment.
- c. **Internal Controls.** Contractor shall have internal controls to insure that only official University purchase orders are accepted. Contractor shall contact the school or department for orders that have quantities appearing abnormal or excessive or when the 'ship to' address is not a University address. If an order appears incorrect, the Contractor is responsible for recommending appropriate adjustments to the purchase order. Bidders shall further describe their internal customer service monitoring systems and also describe their methods of obtaining customer feedback (i.e., surveys, follow-up phone calls, etc.).

1.202 WEB CATALOG

Bidder shall discuss their abilities related to the following:

- Provide a detailed description of their web catalog functionality, including ability to include access to the entire product offering, ability to display pricing methodology (list, discount, and net pricing or cost, mark-up, and net pricing), detailed product information, safety information; search capabilities; ability to display special promotions; ability to create off line quotes that can be easily accessed from the catalog in iBuyNU to streamline the order entry process; real time stock levels; order tracking, etc.
- The specific information included within each category of the catalog will be mutually agreed upon by the vendor and NU and will be reviewed at defined intervals during the contract period. Review and approval of the web catalog will be the responsibility of the Contract Administrator.

- The category-specific sections of the catalog must be updated regularly with specific product and price information. The intent is that price information be updated regularly based on the following:
 - Any price decreases to products currently in the web catalog will be updated immediately and without prior approval by the Contract Administrator.
 - Any new products released by a manufacturer will be updated immediately at the same discount levels, without prior approval by the Contract Administrator. Obsolete products will also be removed from the catalog immediately and without prior approval by the Contract Administrator.
 - Any price increases to the web catalog must be reviewed and approved by the Contract Administrator prior to implementation.

1.203 TRAINING

Bidders shall discuss their training capabilities and what training will be included in the Contract. The Contractor shall provide training to individual departments and schools, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Procurement Administrator, the Contractor shall provide in-service training to department/school personnel on products, installation, and product safety issues. The Contractor shall also provide department/school training jointly with NU as needed during the term of the Contract at no additional charge.

Also, please provide information as to whether you provide training or educational information to your employees and/or subcontractors related to discrimination, harassment, and sexual misconduct including sexual harassment. If you do not provide this training, are you able to provide such training, and if so, would this impact the total cost of your proposal.

1.204 REPORTING

Bidders shall discuss their capabilities related to generating reports. Contractor shall be able to provide various reports, when requested by NU, in both hard copy and electronic formats. Examples include itemized report of total items (commodities and services) purchased by various departments and schools, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

1.205 Contract Administration

Contractor shall perform a detailed price audit of the products/services pricing specified in the Contract. Contractor shall also provide a written report of the results of the audit to NU. The price audit is to be an annual post audit of all purchase orders issued by NU, comparing the price paid to the Contract price. The report shall be submitted within 30 days after requested by NU. NU shall be reimbursed the amount of overpayment for all items purchased where the price paid exceeded the Contract price. Reimbursement must be a check payable to NU.

The Contractor shall also provide quarterly statistics on the following performance metrics for all purchase orders issued by NU, as well as any other service level metrics that the vendor is capable of providing.

- Delivery turnaround
- Fill rate/number of backorders
- Savings

1.206 MAINTENANCE/SERVICE

Vendor is responsible for maintaining equipment/system(s), Vendor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in the Contract.

Bidders shall discuss all aspects of their maintenance/service program.

Vendor agrees that all warranty and maintenance/service work it provides under the Contract shall be performed by appropriately trained, certified, and authorized technicians. Vendor shall assume all costs associated with providing maintenance/service, including parts, labor, etc.

Vendor shall indicate in their proposal all costs associated with maintenance/service after expiration of the warranty, including parts, labor, etc.

1.207 MARKETING/PROMOTIONS

In an effort to make departments and schools more aware of existing contracts and agreements, University Services/Purchasing Resource Services will periodically sponsor vendor shows and information sessions. Contractor shall agree to participate in these events upon request from University Services or Purchasing Resource Services. There may be between two and four of these events per year. There may also be a small cost associated with participating in such events. The Contractor will be expected to set up a display unit and distribute literature to explain the product and/or service that they have a contract for, in an effort to educate end users so they will ultimately use the contract.

Bidders shall discuss other ways in which they propose handling marketing and promotion in order to enhance the visibility and awareness of the Contract.

All marketing and promotional activities must be approved by University Services or Purchasing Resource Services in advance of their implementation.

1.208 RESEARCH AND DEVELOPMENT

Bidders shall discuss their efforts to invest in new product development and research to stay current with ongoing demands, and also discuss how this research and development will affect the contract and benefit NU.

1.209 QUALITY ASSURANCE

Bidders shall provide detail regarding any Quality Assurance Program(s) that are currently in place within their organization and the various quality certifications that have been achieved (i.e. ISO9000, etc.). All industry certifications held by the company and/or staff that will be assigned to the Contract must also be discussed.

1.210 WARRANTY FOR PRODUCTS OR SERVICES

Bidders shall discuss all aspects of their warranty. This shall include the warranty associated with the actual product being proposed, as well as the warranty associated with any service work performed under the Contract. Bidders shall also discuss how they will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process NU schools and departments should follow to report warranty issues.

1.3 Delivery Capabilities/Timeline

1.301 TIME FRAMES

Bidders shall discuss in detail their delivery turn-around time and all delivery programs. NU is interested in both a standard delivery program and a quick-ship program. Please discuss the delivery time associated with each program, as well as if there are quantity and other limitations for the quick ship program.

It is imperative that the Contractor deliver orders according to agreed upon timelines. Contractor must agree to provide delivery notification on all orders, preferably at least 24 hours prior to scheduled delivery.

Also, if Contractor delivers to the Chicago campus, as a way to reduce congestion during the peak commuting times, vendors are encouraged to avoid the hours between 7 am to 9 am and 4 pm to 6 pm, whenever possible, and limit delivery vehicles to off-peak hours.

Anti-Idling Ordinance for Vendor Deliveries

The City of Evanston has a formal anti-idling ordinance to which all vendors should adhere. The ordinance prohibits standing or parked vehicles that are over 8,000 lbs. in gross weight from idling their engines for more than five minutes in any 60 minute period. Vendors making deliveries on campus must abide by this ordinance. For more information on the ordinance, visit <http://www.cityofevanston.org/government/city-code/recently-passed-most-requested-ordinances/>.

The City of Chicago also has a formal anti-idling ordinance which limits standing (idling) of on-road diesel-powered vehicles within the City's borders to a total of three (3) minutes within a sixty-minute period. For more information on the ordinance, visit http://www.cityofchicago.org/content/dam/city/depts/oe/general/ESB_PDFs/StandingLimitOrdinanceAsPassed.pdf.

1.302 MINIMUM ORDER

Bidders shall discuss their minimum order requirement.

Also, Bidders shall discuss any additional charge (handling fee) to be applicable on orders under the minimum order.

1.303 F.O.B. TERM / FUEL SURCHARGE

There shall be no additional charge for delivery or shipping. Prices quoted shall be 'F.O.B. Delivered' with transportation charges prepaid on all orders to NU. There shall also be no fuel surcharge on any order.

1.304 BACKORDERS / NO SUBSTITUTIONS

Bidder shall provide a detailed description of their standard fill rate (expressed as a percentage) for other customers similar to NU, including how the fill rate is calculated.

Bidders shall also discuss how out of stock and backorders are handled. It is expected that the contractor will minimize out of stock situations. No substitutions of alternate items for products ordered are permitted without the express prior written approval of the ordering member. This prohibition includes substituting private label or house brand products or manufacturer products unless the ordering department has agreed in writing to such substitution.

1.305 PRODUCT RECALL

In the event that any of the goods are found by the contractor, NU, or any governmental agency or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the contractor will promptly communicate all relevant facts to NU and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that NU shall cooperate with and assist the contractor in any such filing and corrective action, and provided that nothing contained in this section shall preclude NU from taking such action as may be required of it under any such law or regulation.

1.306 RETURN POLICY

Bidder shall submit information regarding their return policy, including their ability to accommodate the following:

- Vendor error. The return policy needs to protect NU from any financial obligation and/or costs arising from the delivery of incorrect or wrong and damaged products. All items delivered in error by the contractor shall be replaced with a new replacement item as soon as possible at no cost to NU. Replacement product will be shipped within one business day. There shall be NO re-stocking charge for departments or schools returning product that is not needed when the incorrect ordering or over-ordering is the fault of the contractor. The Contractor will pay all shipping and handling costs.
- NU ordering error. Vendor shall facilitate the exchange of unopened, unused items that were ordered in error, which may include full credit for the return of the incorrect item. NU would prefer that no restocking fees be charged for returns. Restocking will only be used for the return of NEW product still in the box that cannot be used by the department/school (product was delivered but cannot be used, was ordered in error, etc.). Bidder shall discuss in detail when and if a restocking fee will be charged (i.e. days before scheduled delivery) and how much the restocking fee will be for the items to be returned, if necessary. The difference between the actual amount charged for an item and the re-stocking charge shall be credited to the original order for the item. Crediting future orders is note preferred.

1.4 Financials

1.401 PROPOSAL PRICING

Bidders shall provide pricing for the items included on this ITB using the format provided (see attached Price Sheet). Pricing and discounts should be as good as or better than any discount previously offered on an individual project at NU.

~~OR~~

- a. **Proposed Pricing.** Bidder shall provide pricing for the items included on this ITB using the format provided. Pricing and discounts should be as good as or better than any discount previously offered on an individual project at NU. Bidder must complete and return the attached two documents with their proposal:
 - Attachment A – Pricing Methodology. This attachment details the discount percentage (or cost plus percentage) that bidder is offering NU. If a bidder is proposing categories or manufacturers not listed in Attachment B, extra categories and manufacturers may be added. Pricing can be provided as a flat discount or markup across all products, or can be broken down in whatever way the vendor feels allows them to provide the best possible pricing (by manufacturer, category, etc.).

The current expectation is that the discount or markup indicated by category, manufacturer, etc. would be applicable to all other products sold by the bidder in the same category or from the same manufacturer.

- Attachment B – Market Basket. It would be impractical to itemize every product offered by bidders. The items listed in Attachment B are meant to be a representative sample of the general lab supplies NU purchases. These items were pulled from actual purchasing data over the past 12 months. Bidders should apply the discount (or markup) percentages in Attachment A to the items in Attachment B.

Full instructions for both Attachments are included in an attached document titled 'Instructions for Attachment A & B.'

Proposal shall include a breakdown of what pricing methodology is being proposed, including a detailed definition of either 'list price' or 'cost'. Obviously NU wants the most aggressive pricing structure on the largest catalog of items possible. Vendors can also propose a pricing methodology that is a combination of list minus, cost plus, and actual item specific net pricing (for those manufacturers that provide a special price quote for their items for NU).

Bidders shall also indicate if there is a minimum gross margin used for certain items that were net priced on Attachments B, when the list minus methodology is used but the discount caused the item to go below the minimum gross margin.

- Best Price Guarantee.** Bidder is expected to provide the best day to day pricing possible. Any price reductions or special promotions offered by the contractor or manufacturer must also be extended to NU. Bidder must agree to a 'Best Price Guarantee' to NU. If for any reason a special promotional price is offered for an item during the term of the contract by the contractor or a manufacturer that is lower than NU price (list price less contract discount or cost plus contract markup), NU shall automatically receive the lower of these prices without intervention by the ordering individual.

NU's goal with this contract is for our end users to avoid the frustration of finding the contract price for the item they are ordering through the identified contract catalog and then immediately find it for less on a different on-line catalog from the same vendor.

- Pre-bate or retention bonus.** If bidder is accustomed to offering a pre-bate or retention bonus that does not affect their ability to offer the most aggressive day to day pricing structure possible, please include detailed information in proposal.
- Quarterly rebate.** If bidder is accustomed to offering a percentage rebate to NU based on purchase volume that does not affect their ability to offer the most aggressive day to day pricing structure possible, please include detailed information in proposal.

-OR-

NU is not interested in any rebate type program based on volume. We are asking bidders to take whatever rebate program that they might normally offer and reflect that in the discounts being proposed.

- Quick Payment Terms.** If bidder is accustomed to offering a quick payment discount that does not affect their ability to offer the most aggressive day to day pricing structure possible, please include detailed information in proposal (ie. _____% discount off invoice if paid within _____ days).

- f. **Special project pricing.** Single large purchase requests may occur during the contract period. If bidder is accustomed to offering a higher discount on those large purchases and it does not affect their ability to offer the most aggressive day to day pricing structure possible, please include detailed information in proposal. If special projects do warrant additional discounted pricing, contractors can provide that pricing when quotes are requested for the special large project. However, please note the following:
- The ultimate goal is to include the deepest discounts possible in the contract for any size order. In other words, since the total estimated volume for the resulting contract is significant, we expect volume level pricing even on smaller orders. There will be no requirement that departments and schools solicit bids if the preferred vendor(s) is utilized, regardless of the value, since the discounts would have already been established as a result of a competitive solicitation handled by PRS.
- g. **Cost Reductions.** Bidder shall discuss initiatives to drive hard costs savings and list any programs that will help achieve cost savings, capital gain, and improved administrative processes. Discuss mechanisms to ensure maximum value.

1.402 PRICE TERM

Firm Fixed Price – All prices and discounts quoted are firm for the entire length of the Contract.

-OR-

Fixed Price with prospective re-determination at an agreed upon time. Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective. All discounts or mark-ups quoted are firm for the entire length of the Contract.

Prices may be subject to change at the end of each 365-day period, if necessary. Such changes must be requested by Contractor and shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. NU reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI). NU also reserves the right to consider other information related to special economic and/or industry circumstances when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party. Approved changes shall be firm for the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THEIR EFFECTIVE DATE and are subject to written acceptance by the non-requesting party before becoming effective. In the event new prices are not acceptable, the Contract may be terminated by NU without penalty or other liability.

1.403 BILLING AND PAYMENT

- a. **Invoices.** All invoices should be sent directly to Accounts Payable. Vendors are expected to invoice NU in a timely manner, however invoices should not be sent until after the product has been shipped or the service has been performed. Invoices must reference the appropriate University purchase order (PUR) number. It is expected that University payment will be made within 30 days after receipt of a correct invoice. Vendor is responsible for following up with the ordering department and PRS if payment is not received in a timely manner (i.e. 60 days). Accounts Payable will make sure departments/schools receive a copy of invoices whenever their approval is required prior to payment.

- b. **Payment Schedule.** The specific payment schedule for the Contract will be mutually agreed upon by NU and the Contractor. Payment schedules will generally be to invoice when product is shipped or monthly. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates.
- c. **Electronic Payments.** NU is no longer making payments via paper check. We ask that you specify which of the following electronic payments you would accept:
- *ACH payments.* NU has chosen the Paymode X service through Bank of America for this efficient form of payment. There is no cost or fee to the vendor of any kind from Bank of America resulting from the acceptance of an ACH payment from NU via Paymode X. This allows NU to directly deposit invoice payments into your bank account along with complete remittance information that can be accessed at any time. You can enroll online at www.paymode.com/nu.
 - *Credit Card.* NU has chosen Bank of America's ePayables solution for this efficient form of payment. Under this option, the vendor will keep our Visa card number on file (if you are unable to keep the card number on file you can elect to receive the card account information with each payment via secure email). Your business would invoice NU as usual and once approved an electronic remittance advice will be sent to your company via email (or fax) along with approval to charge the card for the authorized net amount. Standard credit card fees will apply. The remittance advice will include statement-type information such as invoice numbers, date and amount for invoices. The following website has additional information about the process: www.bankofamerica.com/epayablesvendors. No credit card fee should be added to the invoice.

Bidders shall confirm their willingness to accept either form of electronic payment indicated above in their proposal.

- d. **Grants.** Due to the opening and closing of grant accounts on a regular basis, NU needs to resolve open purchase orders by receiving and paying invoices within a 90 day period. Invoices received after 90 days from the date the product is received or the service is provided will be at risk of not being paid by NU.
- e. **Central Bill Program (optional).** This is a centralized billing program. All invoices should reflect actual services provided. Contractor will provide electronic billing directed to University Services monthly for all services provided during the previous month. Contractor will provide a monthly service report to University's Purchasing Resource Services.

1.404 PCI COMPLIANCE

Required for contracts that include e-Commerce software applications, POS (Point of Sale) software applications, mixed architecture commerce applications, Virtual Terminal systems, merchant processor services, payment gateway services – to include all locally installed, remotely installed, online and cloud based server, networking, workstation and peripheral architecture, data hosting, physical equipment, or software – regardless of physical location, deployment or configuration.

Contractor (TPSP – Third Party Service Provider), as well as any subcontractor, vendor(s), payment processor, data hosting provider or nested/chained application provider of this TPSP, shall abide by the requirements of the Payment Card Industry Data Security Standard (PCI DSS, Version 3.0.). See www.pcisecuritystandards.org/index.php.

The Payment Card Industry Data Security Standard (PCI DSS) was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally. PCI DSS provides a baseline of technical and operational requirements designed to protect cardholder data. PCI DSS applies to all entities involved in payment card processing—including merchants, point of sale systems, web-facing e-Commerce applications, payment processors, acquirers, issuers, and service providers, as well as all other entities that store, process or transmit cardholder data (CHD) and/or sensitive authentication data (SAD).

In all instances where PCI/DSS compliance is required, Vendor will achieve and maintain PCI/DSS compliance against the current version of PCI/DSS published on the PCI SSC (PCI Security Standards Council) website <https://www.pcisecuritystandards.org/index.php> As evidence of compliance, Vendor will provide, when requested, a current attestation of compliance, completed and signed by a PCI QSA (Qualified Security Assessor).

Finalists will be expected to go through a more detailed analysis of PCI compliance prior to an award decision. The final Contract will include a PCI compliance addendum.

1.5 Other

1.501 SPECIAL PROGRAMS/OFFERS

NU is interested in any other special programs that the Bidder may wish to offer in their proposal that may be of value. Please discuss these programs, such as return policies, trade-in programs allowing the return of new product not needed, quantity discounts, faculty/staff/student personal purchase programs, etc.

1.502 TECHNOLOGY

Bidders shall discuss all technology that they propose utilizing to assist them in providing quality products and services to NU.

Bidders shall also address the following: *(optional, for use on IT/network type ITB's)*

- a. **Service Provider Security Assessment.** NU contracts with many Information Technology vendors or Service Providers to assist with its information processing needs. In those instances where University data is shared with a Service Provider, or captured by a Service Provider on behalf of NU, NU requires these potential Service Providers to complete a security assessment. Finalists will be expected to complete the security assessment prior to an award decision. The final Contract will include a security assessment addendum.

The Service Provider Security Assessment document is one of the steps in establishing communications between NU and a vendor. It is intended as an initial screening tool to help identify business, technical, security, compliance, legal, and other control factors, determine the level of risk inherent to the processing of data beyond NU's physical controls, and to promote an open and constructive dialogue. You are encouraged to respond fully to the questions presented in the Assessment.

Please note that NU will review carefully the responses you provide. NU's decision regarding which provider to select is based, in part, on the information included in your response. Accordingly, should our discussions proceed to the point of Contract negotiation, NU will expect you to: a) complete and return a University-provided Security Assessment survey, b) warrant that the services to be provided and controls exercised will be in substantial conformity with the information provided in the vendors response, and c) inform NU promptly of any material variation in operations from that reflected in their response.

- b. **Technology/Web Accessibility.** NU is committed to purchasing products and solutions that meet the applicable standards of Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. This is predominantly applicable to the following:

- Software Applications and Operating Systems
- Web-based Intranet and Internet Information and Applications
- Video or Multimedia Products

Bidders shall indicate whether the product or solution they will be providing meets the WCAG 2.0 Level AA standard. If so, bidders will also provide the results of a compliance audit or test results that document the testing methodology utilized to determine the product or solution's compliance and the results of the accessibility audit. Bidders shall also specify whether the testing was conducted by them or an independent third party auditor (independent third party preferred). Finalists may be expected to allow NU to test their product/solution and assess their compliance with this standard.

Upgrades and Patches. It is preferred that vendors notify NU in advance of an upgrade or patch, including information that accessibility will continue to be acceptable. NU reserves the right to periodically test the product/solution throughout the contract period to ensure accessibility.

1.503 PREFERRED CUSTOMER STATUS

NU expects to be considered a Preferred Customer by the Contractor and shall receive preferential treatment during an emergency based on the fact that we have a contractual relationship.

1.504 SUPPLIER DIVERSITY

It is the policy of NU to contribute to the establishment, preservation, and strengthening of small business enterprises (SBE), minority-owned business enterprises (MBE), woman-owned business enterprises (WBE) and local (Evanston) business enterprises (LBE). Bidders shall indicate in their proposal if they have status as a minority-owned, women-owned, disadvantaged, or local-owned (Evanston) business enterprise (M/W/D/LBE).

1.505 SUBCONTRACTORS

Bidders shall indicate **ALL** subcontractors that will be utilized specifically related to the Contract, a description of the work to be subcontracted, and whether they fit the definition of any supplier diversity category described above. All subcontractors are subject to the approval of NU and any subcontractor changes during the term of the Contract must also be approved by NU.

NU encourages Contractors to provide for the participation of S/M/W/LBEs through partnerships, joint ventures, subcontracts, or other contractual opportunities. Contractors may be required to report actual spend with diverse subcontractors throughout the contract period.

1.506 ENVIRONMENTAL AWARENESS

NU does consider environmental impact in purchasing decisions, when applicable. PRS will consider the use of products and services that have less impact on the environment than competing products when it is a good best value decision to do so based on a total cost of ownership analysis. PRS considers the initial price as well as the following, when establishing contracts and agreements on behalf of NU:

- **Environmental Performance.** When applicable, products and services offered should be of superior environmental performance based on energy use, manufacturing, and end of use disposal – Examples include Energy Star for appliances and electronics and Energy Star and/or EPEAT for computers, GreenSeal certified products for cleaning supplies, and other products which have undergone third-party certification for superior environmental performance.
- **Shipping & Delivery.** Returnable or reusable containers are preferred, and at a minimum packaging should be readily recyclable (i.e. cardboard boxes). Bulk packaging options are also desired & should be offered where feasible.
- **Recycled Content & Waste Prevention.** When applicable, products made from recycled content are desired with post-consumer content preferred. NU strongly desires to minimize the amount of waste sent to landfills. Both the product purchased and the packaging materials associated with it should be minimized to prevent waste as much as possible.
- **Other.** Environmental performance of the supplier and/or producer will also be considered. This includes internal processes such as waste prevention, waste reduction, pollution prevention, clean air and water programs, re-use of materials, minimization of scrap material, low-emission delivery vehicles and other green factory initiatives. NU takes into account a vendor’s commitment to sustainability (please submit a link or PDF of Company commitment if available).
- **Hazardous Material Identification.** The presence of undesirable materials in the products (especially those toxic chemicals which are persistent and bioaccumulative) will be considered. ‘Hazardous material’, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the Contract).
 - (1) All hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number.
 - (2) Vendors are required to submit a **Material Safety Data Sheet** for all hazardous material identified in paragraph (1) of this clause prior to delivery. Data shall be submitted in accordance with Federal Standard No. 313.

1.507 INSURANCE REQUIREMENTS

The Contractor shall instruct its insurance company to send a Certificate of Insurance to Purchasing Resource Services showing the following minimum coverages with an insurance company acceptable to NU. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to NU. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least thirty (30) days prior written notice has been given to NU. **Northwestern University MUST be named as an additional insured.**

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:	\$3,000,000/\$3,000,000
1. Premises - Operations	
2. Explosion, Underground and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	

7. Bodily Injury

Automobile Liability	
Owned, Non-owned, or Rented	\$3,000,000/\$3,000,000
Workers' Compensation and Occupational Diseases	As Required by Applicable Laws
Employer's Liability	\$3,000,000
Professional Liability (when appropriate)	\$3,000,000

Contractor shall not commence work under the Contract until all insurance required herein is obtained and approved by NU's Director of Risk Management. Nor shall Contractor allow any subcontractor to commence work without University's written approval and until all similar insurance required of the subcontractor has been so obtained. Contractor is also responsible for making sure NU always has an updated, unexpired copy of the insurance certificate.

1.6 Responsibilities of NU *(if necessary)*

These are items that NU is responsible for providing to the Contractor:

ARTICLE 2 – BID PROCESS

2.0 Introduction

2.001 PROPOSALS

To be considered, each Bidder shall submit a COMPLETE proposal in response to this ITB, using the format provided in Paragraph 2.2. Proposals must be dated and signed by an official authorized to bind the Bidder. The Bidder’s proposal shall be binding for a period of at least 120 days following the bid due date.

All proposals are subject to the terms and conditions outlined herein. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder’s proposal (see paragraph 2.9). Bidder specifically agrees to these conditions by affixing their signature on the ‘Execution of Proposal’ page contained herein and returning it with their proposal.

2.002 PRE BID MEETINGS AND QUESTIONS

Please note that Purchasing Resource Services is the sole point of contact during the entire bid process. All written and verbal communication regarding this ITB MUST be directed to Purchasing Resource Services until an award decision has been made.

-AND-

A **MANDATORY** pre-bid meeting will be held on the date and at the place specified here:

Date:

Time:

Location:

Vendors shall thoroughly review the entire ITB document prior to the pre-bid meeting. The purpose of this meeting will be to discuss with prospective bidders the work to be performed and to allow them to ask questions arising from their review of the ITB. The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by Purchasing Resource Services. Answers that change or substantially clarify the ITB will be affirmed in writing in the form of an addendum; copies will be provided to all attendees. NU will not respond to telephone inquiries or visitation by bidders or their representatives.

-OR-

A pre-bid meeting is not scheduled. Questions concerning this Invitation to Bid are to be submitted, in writing, to the Procurement Administrator indicated on the cover page of the ITB no later than the date and time indicated on the cover page of the ITB (questions can be sent via email).

Vendors shall thoroughly review the entire ITB document prior to submitting questions. NU will not respond to telephone inquiries or visitation by bidders or their representatives. All questions are to be put in writing and must be submitted electronically and sent as an attachment. Answers to questions will be prepared as an addendum and potential bidders will be notified.

2.003 CHANGES/ADDENDUM

Changes made to the ITB as the result of questions received before the bid due date will be issued in writing to each vendor by use of an Addendum. NU will not respond to telephone inquiries or visitation by bidders or their representatives. Purchasing Resource Services does not commit to answering questions during the last seven (7) workdays prior to the bid due date.

2.004 EFFICIENT PROPOSAL

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the ITB. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

2.1 Proposal Format

Bidders are cautioned to read this entire ITB document carefully, and to prepare their response providing all requested information. To be considered for award, Bidders must submit the following:

- Attachment A - Item Listing/Pricing Sheet
- Attachment B – Proposal Response Sheet
- A signed Execution of Proposal page
- Any other documentation required in the ITB

~~-OR-~~

The following information shall be included in all proposals. Proposals should be formatted to include each of the following sections, which should be clearly identified with the appropriate headings:

2.101 COMPANY INFORMATION/CAPABILITIES

State the full name and address of your organization and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the State in which it is incorporated. If applicable, state whether it is licensed or registered to operate in the State of Illinois. In addition, please indicate how long the company has been in business, company sales volumes for the last five (5) years, number of employees, client retention rate, and size and location of facilities that will be involved in servicing the Contract.

2.102 PRIOR EXPERIENCE

Indicate the prior experience of your company which you consider relevant to your ability to successfully manage a Contract for the commodity or service defined by this ITB. Bidders shall also demonstrate their ability to handle a Contract of this size and scope.

Bidders shall provide 5 (five) specific references with their proposal, preferably other Chicagoland companies or higher education institutions, if available. Include sufficient detail to demonstrate the relevance of such experience. Proposals submitted should include project or contract descriptions and costs. Also, include the name, address, and phone number of the responsible official of the client organization who may be contacted.

2.103 FINANCIALS

Bidders shall submit a copy of their official risk analysis from Dun and Bradstreet.

Bidders shall include in their proposal a detailed response to the requirements indicated below, which are specific to the product or service being purchased and discussed in Article 1.

2.104 PRODUCT (see Article 1, Paragraph 1.1)

1. Specifications
2. Breadth of Product
3. Key Personnel/Customer Service
4. Background Checks and Security

2.105 SERVICE CAPABILITIES (see Article 1, Paragraph 1.2)

1. Ordering
2. Web Catalog
3. Training
4. Reporting
5. Contract Administration
6. Maintenance/Service
7. Marketing/Promotions
8. Research and Development
9. Quality Assurance Program
10. Warranty

2.106 DELIVERY CAPABILITIES (see Article 1, Paragraph 1.3)

1. Time Frames
2. Minimum Order
3. F.O.B Term/Fuel Surcharge
4. Backorders/No Substitutions
5. Product Recall
6. Return Policy

2.107 PRICING (see Article 1, Paragraph 1.4)

1. Proposal Pricing
2. Price Term
3. Billing and Payment
4. PCI Compliance

2.108 OTHER (see Article 1, Paragraph 1.5)

1. Special Programs/Offer
2. Technology
3. Preferred Customer Status
4. Supplier Diversity
5. Subcontractors
6. Environmental Awareness
7. Insurance Requirements

2.2 Submitting Bids and Proposals

2.201 BIDDER'S REPRESENTATIVE

Bidder shall submit the name, address and telephone number of the person(s) with the authority to bind the company and answer questions or provide clarification concerning the company's proposal.

2.202 PROPOSAL SUBMISSION

Submit [three \(3\)](#) hard copies plus one (1) electronic copy of the Proposal in accordance with the following instructions, which will ensure that the integrity of the bid process is protected:

1. HARD COPIES OF SEALED BIDS (PROPOSALS) MUST BE RECEIVED IN PURCHASING RESOURCE SERVICES NOT LATER THAN **12:00 P.M. (noon)** ON THE DUE DATE SPECIFIED ON THE COVER PAGE OF THIS ITB. BIDDERS ARE RESPONSIBLE FOR TIMELY RECEIPT IN PURCHASING RESOURCE SERVICES OF THEIR PROPOSAL. PROPOSALS WHICH ARE RECEIVED AFTER THE SPECIFIED DUE DATE AND TIME MAY NOT BE CONSIDERED FOR AWARD.
2. Electronic copy of proposal also must be received by the defined due date and time. All documents must be created using tools that are compatible with Microsoft Office XP. ***Attachments included with the ITB must be returned/submitted in the format in which they were originally provided (i.e. excel). Pdf versions are not acceptable.*** Any items contained in the Proposal that cannot be saved in the aforementioned format should be clearly identified by the vendor as items that are excluded from the electronic submission.
3. The hard copies may be submitted utilizing one of the methods below:
 - a. Bids may be delivered to the receptionist desk of Purchasing Resource Services.
 - b. Bids may be sent to Purchasing Resource Services by Contract carrier or US Postal Service to the Procurement Administrator and address indicated on the cover page of the ITB.
4. Electronic copy can be included with proposal on a flash drive (no discs), or can be sent via e-mail to the Procurement Administrator's email address indicated on the cover page of the ITB.
5. Reference the ITB Number on the outside of the package used to submit hard copies of bids and also in the subject line of bids submitted electronically.

2.3 Additional Considerations

2.301 PAST PERFORMANCE

NU reserves the right to evaluate the bidder's past performance at NU, and the past performance information may be a factor in the award decision.

PRS will also verify whether the vendor is in good standing with various Government agencies (Federal 'do not use', debarred, excluded parties lists, etc.) or have been disqualified from doing business with NU.

2.302 FINANCIAL STABILITY

NU reserves the right to evaluate the financial stability of any Bidder. NU may seek financial information from the Bidder and/or from a third party financial organization. Bidders shall provide financial information upon request. If NU determines in its sole discretion that contracting with a Bidder presents an unacceptable risk to NU, NU reserves the right to not award a Contract to that Bidder.

2.303 SAMPLES/MODELS

After the initial bid evaluation has been completed, samples may be requested for evaluation. Samples are to be identical to the materials and style the Bidder proposes to furnish on Contract orders. Samples must be clearly labeled with the Bidder's name and the ITB number. Samples not destroyed in testing will be returned at the Bidder's expense, if requested in a timely fashion. Failure to submit the samples on time may disqualify the Bidder from further consideration.

2.304 CLARIFICATIONS

If it is determined to be in the best interest of NU and/or if a vendor's proposal is unclear, NU may request from one or all vendors, clarification(s). NU will document, in writing, the clarification(s) being requested and forward to the appropriate Bidder(s). This process does not allow for changes, rather to simply clarify the proposal submitted.

2.305 ORAL PRESENTATION

Bidders who submit proposals may be required to make oral presentations of their proposals to NU. These presentations provide an opportunity for the bidders to clarify the proposals through mutual understanding. Purchasing Resource Services will schedule these presentations, if necessary.

2.306 SITE VISIT

NU may conduct a site visit to tour and inspect the bidder's facilities. Purchasing Resource Services will schedule these visits, if necessary.

2.4 Award Process

2.401 METHOD OF AWARD/SELECTION CRITERIA

1. In awarding the Contract, proposals will be evaluated by either Purchasing Resource Services or an Evaluation Committee chaired by Purchasing Resource Services. The following factors will be considered:

1.	Company Information/Capabilities
2.	Prior Experience
3.	Staffing
4.	Product/Specifications
5.	Service Capabilities
6.	Delivery Capabilities
7.	Other
8.	Past performance
9.	Financial Stability
10.	Pricing
11.	Agreement with NU terms and conditions

2. Additional Steps. It is NU's desire to award Contract(s) as a result of the initial bid submitted by each vendor. Therefore, bidders shall propose their best possible offers at the outset of the process. There is no guarantee that either of the following additional steps will be taken:

- (a) **Best And Final Offer (BAFO)** - If the selection process described in the ITB does not lead to a viable award recommendation, or significant deficiencies are identified, NU may prepare a Clarification Request for each proposal determined to be in the competitive range. Bidders will be allowed to respond in writing with a Best and Final Offer (BAFO). The BAFO may include any changes to the original proposal to address the listed deficiencies, including

alterations to the original cost proposal to address correction of such deficiencies or simply improving on the original pricing submitted. The Best and Final Offers must be submitted by the deadline established by Purchasing Resource Services.

After reviewing the Best and Final Offers, the proposals will be re-evaluated based on the original evaluation method.

Bidders will NOT be provided any information about other proposals or prices, or where the Bidder stands in relation to others at any time during the evaluation process.

- (b) **Negotiations** – NU may enter into negotiations with vendors on pricing, staffing, products or services, etc. No modification to the technical requirements or specifications is necessary. If technical requirement or specification changes are required, the BAFO process as described above will be used.
3. Award Decision.
- (a) Best Value. The award recommendation will be made to the responsive and responsible bidder(s) who offer the best value to NU. Best value, as determined by NU, will be the Bidder offering the best combination of all factors indicated in sections 2.1 through 2.4 above, as demonstrated by their proposal.
 - (b) NU reserves the right to consider total cost of ownership factors in the final award recommendation (i.e. transition costs, training costs, etc.).
 - (c) NU may refuse to award a Contract to any vendor who has failed to pay any applicable state, federal, or local taxes. NU may also refuse to accept Vendor's bid if Vendor has any outstanding debt with NU.
 - (d) NU reserves the right to award by item, part or portion of an item, group of items or total proposal. NU reserves the right to award multiple contracts. In addition to the other factors listed, offers will be evaluated on the basis of advantages and disadvantages to NU that may result from making more than one award.
 - (e) NU reserves the right to reject any or all proposals, in whole or in part, that are determined not to be in the best interest of NU. NU also reserves the right to cancel the ITB and not award a contract.

2.5 Competitive Offer

Under penalty of perjury, the signer of any proposal submitted in response to this ITB thereby certifies that its proposal has not been arrived at collusively or otherwise in violation of Federal or State of Illinois antitrust laws. In submitting the proposal, the Bidder agrees not to discuss or otherwise reveal its technical or cost information to any other sources, government or private, until after the award of the Contract. Bidders not in compliance with this provision may be disqualified.

2.6 Proposal Preparation

Any costs incurred by the Bidder in preparing or submitting proposals are the Bidder's sole responsibility. NU will not reimburse any Bidder's costs incurred prior to award.

All responses, inquiries or correspondence relating to or in reference to this ITB, and all other reports, charts, displays, schedules, exhibits and any other documentation submitted by the Bidders will become the property of NU.

2.7 Ethics; Influence

The Vendor by signing its proposal/bid hereby certifies to the best of his or her knowledge that no funds or other items/services of value have been given to any University officer or employee for influencing or attempting to influence such officer or employee of NU.

2.8 Acceptance of ITB Terms

A proposal submitted in response to this ITB shall constitute a binding offer. Acknowledgement of this condition shall be indicated by signature of the Bidder or an officer of the Bidder legally authorized to execute contractual obligations. A submission in response to this ITB acknowledges acceptance by Bidder of all Terms and Conditions set forth herein. If Bidder takes exception to any of the Terms and Conditions included in this ITB, proposed changes must be clearly identified (in red line format) by the Bidder and alternative language must be provided where applicable. The proposed changes must be included with the Bidder's proposal. NU in no way commits to accept the proposed alternative language/changes submitted by the Bidder. Please note that any and all alternative language, comments, proposed changes, or suggestions will be taken into account during the evaluation process. If no comments or alternative language are provided, NU will deem this as acceptance of the Terms and Conditions included in the ITB by the Bidder. NU reserves the right to revise any Terms and Conditions as necessary in the finalization of the Contract with the selected Bidder.

2.9 Extension of Contract to CICPC (OPTIONAL)

The CICPC (Committee on Institutional Cooperation Purchasing Consortium) is a purchasing consortium of fifteen major teaching and research universities. The member institutions are NU of Chicago, NU of Illinois, Indiana University, NU of Iowa, NU of Maryland, NU of Michigan, Michigan State University, NU of Minnesota, University of Nebraska, NU, the Ohio State University, Pennsylvania State University, Purdue University, Rutgers University, and NU of Wisconsin. Upon award of the Contract, NU may approach the Bidder to see if they are willing to extend the Contract to other members of the CICPC.

ARTICLE 3 – TERMS AND CONDITIONS

3.0 Introduction

3.001 GENERAL PURPOSE

This is a Preferred Vendor Contract for *(insert commodity or service being purchased)* to be used by various departments and schools at NU. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. NU is not obligated under this Agreement to purchase any amount from the Vendor/Contractor.

3.002 NON-EXCLUSIVE NATURE OF THE CONTRACT

NU maintains a decentralized purchasing environment. Please note that while departments and schools are strongly encouraged to use Preferred Vendor Contracts established by Purchasing Resource Services, they are not mandated to do so. Preferred Vendor Contracts are promoted by Purchasing Resource Services as agreements that represent the best value to NU for particular products or services. Departments and schools that choose to utilize Preferred Vendor Contracts do not have to solicit additional bids.

3.003 ISSUING OFFICE, CONTRACT ADMINISTRATOR, AND COMPLIANCE OFFICER

The Contract is issued by Purchasing Resource Services, NU, on behalf of _____ . Purchasing Resource Services is considered the Contract Administrator.

Upon establishment of the Contract, an individual will be identified from the using department or school to act as the Compliance Officer/Program Manager. The Compliance Officer will be responsible for monitoring the Contractor's performance and working with the Contractor on a day-to-day basis during the term of the Contract. However, this activity implies **no authority to officially negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of the Contract. That authority is retained by Purchasing Resource Services.**

All official communications regarding the Contract must be addressed to Purchasing Resource Services.

3.004 NOTICES

Any notice or other communication pursuant to the Contract shall be made in writing and delivered by Federal Express or any other comparable overnight courier service, or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties indicated on the contract cover sheet or as it shall designate by written notice given to the other Party in compliance with this paragraph.

Contractor shall immediately notify Purchasing Resource Services if there is a vendor change due to acquisition, merger, etc., and will be required to provide supportive documentation.

3.005 GOVERNING LAW

The Contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, Cook County, Illinois.

3.006 INDEPENDENT CONTRACTOR/NO JOINT VENTURE

The Contractor shall act as an independent Contractor and the Contract shall not be deemed or construed to create or establish any relationship of partnership or joint venture or similar relationship or arrangement between NU and the Contractor. The Contractor shall retain complete control over its agents. Any person employed by the Contractor may not by such action be interpreted as an employee of NU.

3.007 HEADINGS

The headings for each article and section in the Contract have been inserted for convenience or reference only and are not intended to limit or expand on the meaning of the language contained in the particular article or section.

3.008 ENTIRE CONTRACT

The Contract, including the attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all prior or contemporaneous written, oral or implied understandings, representations and agreements of the parties relating to the subject matter of the Contract. In the event of any conflicts between the specifications, terms and conditions indicated by NU in the Contract and those indicated by the vendor in their proposal, those of the Contract take precedence.

3.009 SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

3.010 SURVIVAL OF TERMS

The agreements, representations, warranties, covenants, duties and obligations of the parties, as set forth in the Contract, which by their terms, or to the extent consistent with the intent and the purpose of the Contract, shall extend beyond the term of the Contract, shall survive termination or expiration of the term of the Contract.

3.011 WAIVER

No waiver of any violation or nonperformance of the Contract in one instance shall be deemed to be a waiver of any subsequent violation or nonperformance. All waivers must be in writing.

3.012 CONTRACT DISTRIBUTION

Purchasing Resource Services shall retain the sole right to distribute this contract to departments and schools at NU, unless other arrangements are authorized by Purchasing Resource Services.

3.013 THIRD PARTY BENEFICIARIES

The Contract is not intended to and in no way confers any rights upon third parties.

3.1 Contractor Performance/Representations

3.101 STAFF

NU reserves the right to approve the Contractor's Key Personnel assigned to the Contract and to recommend reassignment of personnel deemed unsatisfactory by NU.

The Contractor shall not remove, reassign, or change the Key Personnel assigned to the Contract without notifying NU. The Contractor will not remove Key Personnel without prior communication with NU. Repeated instances of personnel changes, especially without prior communication with NU, may be considered by NU to be a material breach of the Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

3.102 PACKAGING

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

All packing shall be adequate to protect all products from damage. All cartons used shall be similar in size to the particular item included in the carton.

All boxes/packages shall be properly labeled. Labeling shall include, but is not limited to: name of the product and short description, manufacturer's catalog number, University Purchase Order number, quantity, etc. Return information, paperwork, and labels shall also be included in each box.

3.103 PRIME CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, NU will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. NU reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by NU, in writing, prior to such change.

3.104 PROFESSIONAL RESPONSIBILITIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will perform the services in a manner that complies with all applicable Local, State, and Federal laws and regulations;
4. The Contractor is qualified and registered to transact business in all locations where required.

3.105 ASSIGNMENT

The Contractor may not assign or transfer its rights and/or responsibilities under the Contract without the prior written consent of NU. Any attempted assignment in violation of this paragraph is void *ab initio*. Notwithstanding any assignment, the assigning party will remain responsible for its financial obligations to the other outstanding as of the effective date of the assignment.

3.106 WEBSITE INCORPORATION

NU expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless NU has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of NU.

3.107 ETHICS: GRATUITIES

The right of the Contractor to proceed may be terminated by written notice, if NU determines that the Contractor, its agent, or its representative has offered or gave a gratuity, kickback, money, gift, or anything of value to an officer, official, or employee of NU intended, by the gratuity, to obtain a Contract or favorable treatment under a Contract.

3.108 TAX PAYMENTS

Contractors is expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the Contract.

3.109 FALSE INFORMATION

If it is determined that the Contractor purposely or willfully submitted false information to NU, NU may terminate the Contract.

3.110 DISCRIMINATION, HARASSMENT, AND SEXUAL MISCONDUCT, INCLUDING SEXUAL HARASSMENT

Policy on Discrimination and Harassment

Northwestern University does not discriminate or permit discrimination by any member of its community against any individual on the basis of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, gender expression, parental status, marital status, age, disability, citizenship, veteran status, genetic information, or any other classification protected by law in matters of admissions, employment, housing, or services or in the educational programs or activities it operates.

Harassment, whether verbal, physical, or visual, that is based on any of these characteristics is a form of discrimination. This includes harassing conduct affecting tangible job benefits, interfering unreasonably with an individual's academic or work performance, or creating what a reasonable person would perceive is an intimidating, hostile, or offensive environment. Prohibited sex discrimination includes sexual harassment and sexual violence. Examples of discrimination and harassment may include

- Refusing to hire or promote someone because of the person's protected status
- Demoting or terminating someone because of the person's protected status
- Jokes or epithets about a person's protected status
- Teasing or practical jokes directed at a person based on his or her protected status
- Displaying or circulating written materials or pictures that degrade a person or group
- Verbal abuse or insults about, directed at, or made in the presence of an individual or group of individuals in a protected group

See Policy on Discrimination and Harassment at: <http://www.northwestern.edu/sexual-harassment/university-policies/discrimination/index.html>

Policy on Sexual Misconduct

Northwestern University does not tolerate sexual misconduct in any form, including but not limited to, sexual assault, stalking, dating and domestic violence and sexual harassment. Such conduct violates the community values and principles of our institution and disrupts the living, learning, and working environments for students, faculty, staff and other community members.

See Sexual Misconduct Policy at: http://www.northwestern.edu/provost/policies/title-ix/sexual_misconduct_policy.pdf

Policy on Sexual Harassment

It is the policy of Northwestern University that no member of the Northwestern community—students, faculty, administrators, staff, vendors, contractors, or third parties—may sexually harass any other member of the community. Sexual harassment is any unwelcome conduct of a sexual nature, which includes, but is not limited to, unwelcome sexual advances; the use or threatened use of sexual favors as a basis for academic or employment decisions; conduct that creates a hostile, intimidating or offensive academic or working environment; conduct that has the effect of unreasonably interfering with an individual's work performance; and other verbal, nonverbal, or physical conduct of a sexual nature that is sufficiently severe, persistent, or pervasive to limit a person's ability to participate in or benefit from an educational program or activity. Examples of sexual harassment may include:

- Pressure for a dating, romantic, or intimate relationship
- Touching, kissing, hugging, or massaging
- Pressure for or forced sexual activity
- Unnecessary references to parts of the body
- Remarks about a person's gender or sexual orientation
- Sexual innuendoes or humor
- Obscene gestures
- Sexual graffiti, pictures, or posters
- Sexually explicit profanity
- Stalking or cyberbullying
- Email and Internet use that violates this policy
- Sexual assault

See Sexual harassment Policy at: <http://www.northwestern.edu/sexual-harassment/university-policies/discrimination/index.html>

VENDORS, CONTRACTORS, AND THIRD PARTIES

The University's policies on discrimination, harassment, sexual misconduct and sexual harassment apply to the conduct of vendors, contractors, and third parties. The Contractor shall inform all of its employees, subcontractors and agents (and the employees of their subcontractors and agents) that discrimination, harassment, sexual misconduct and sexual harassment are a violation of University policy, that complaints will be investigated by the University, and that violations of University policy will not be tolerated on any University job site or anywhere else on University property or in the presence of University personnel or students away from University property.

Northwestern University takes complaints of discrimination, harassment, sexual misconduct and sexual harassment very seriously and has designated offices within the University to

investigate all complaints of such matters. The Contractor shall fully cooperate with a University investigation involving a complaint under this section. This includes, but is not limited to, the Contractor: (a) providing up-to-date contact information for the Contractor’s human resources representative; (b) making its staff members (and subcontractor staff members, if applicable), available to University investigators conducting an investigation of a complaint; and (c) sharing with the University information related to the Contractor’s own investigation or findings related to alleged violations of the University’s discrimination, harassment, sexual misconduct, or sexual harassment policy by a Contractor’s staff member (or subcontractor staff, if applicable).

The Contractor shall remove from any University job site and University property any of its employees or those of its subcontractors or agents who improperly conduct themselves in any manner toward University students, faculty, staff, or guests, and shall be responsible for any acts by its employees, subcontractors, or agents that violate Northwestern University’s policy.

3.111 General Provisions and Certifications for Government Contracts

All applicable government statutes, rules, regulations, and executive orders are hereby incorporated in the Contract. The Contractor certifies that all materials or services listed in the Contract have or will be furnished in compliance with and subject to: 1) all applicable federal and state statutes, amendments thereto and regulations issued pursuant thereto, and 2) all applicable orders and regulations of the executive and other departments, agencies, and instrumentalities of the United States.

The Contractor certifies that it will comply with all applicable government rules, regulations, and executive orders, including, but not limited to: 1) Environmental Protection issues, 2) Employee Directives covering provisions of the Fair Labor Standards Act as amended and the Davis-Bacon Act as amended, and those covering drug-free workplace/workforce, and contract work hours, and 3) Specified Administrative Requirements covering buy/fly American and non-delinquency of federal debt. Such rules, regulations, and executive orders are hereby incorporated by reference in the Contract.

Also, the following clauses are applicable on solicitations and awards in support of Government Contracts and are hereby incorporated by reference into solicitations and any purchase orders with the same force and effect as if set forth in full text. Where necessary to make the context of the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses set forth in these General Provisions applicable to this solicitation, the term “Contractor” shall mean “Subcontractor”, “Seller” or “Supplier”, the term “Contract” or “Subcontract” shall mean “Purchase Order”, the term “Government” shall mean “Buyer” or “University” and the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”. It is intended that the referenced clauses shall apply to the Bidder. All of the clauses hereby incorporated by reference may be found in the Federal Acquisition Regulations (FAR) and the DOD Federal Acquisition Regulation Supplement (DFARS).

52.202-1	Definitions (Jan 2012)
52.204-7	Central Contractor Registration (Aug 2012)
52.211-5	Material Requirement (Aug 2000)
52.215-16	Facilities Capital Cost of Money (June 2003)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) (applicable when cost of money is not proposed)
52.223-10	Waste Reduction Program (May 2011)
52.223-11	Ozone Depleting Substances (May 2001)
52.223-12	Refrigeration Equipment & Air Conditioners (May 1995)
52.232-8	Discount for Prompt Payment (Feb 2002)
52.232-25	Prompt Payment (Oct 2008)
52.233-3	Protest After Award (Aug 96) (Alt. I) (June 1985)

52.243-1	Changes – Fixed Price (Aug 1987)– Alt. II (Apr 84)
52.244-6	Subcontracts for Commercial Items (Dec 2010)
52.245-1	Government Property (Apr 2012)
52.245-2	Government Property Installation Operation Services (Apr 2012)
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 1984)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.251-1	Government Supply Sources (Apr 2012)
52.253-1	Computer Generated Forms (Jan 1991)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Jan 2009)
252.204-7000	Disclosure of Information (Dec 1991)
252.204-7003	Control of Government Personnel Work Product (Apr 1992)
252.204-7005	Oral Attestation of Security Responsibilities (Nov 2001)
252.223-7001	Hazard Warning Labels (Dec 1991)
252.223-7002	Safety Precautions for Ammunition and Explosives (May 1994)
252.223-7003	Change in Place of Performance – Ammunition and Explosives (Dec 1991)
252.225-7001	Buy American Act and Balance of Payments Program (June 2012)
252.225-7002	Qualifying Country Sources as Subcontractors (June 2012)
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sept 2006)
252.225-7009	Restrictions on Acquisition of Certain Articles Containing Specialty Metals (June 2012)
252.225-7013	Duty-Free Entry (June 2012)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (June 2011)
252.227-7013	Rights in Technical Data – Noncommercial Items (Feb 2012)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2012)
252.227-7015	Technical Data – Commercial Items (Dec 2011)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)
252.227-7019	Validation of Asserted Restrictions – Computer Software (June 1995)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 1988)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)
252.227-7030	Technical Data - Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (June 2012)
252.227-7039	Patents-Reporting of Subject Inventions (Apr 1990)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.244-7000	Subcontracts for Commercial items and Commercial Components (DOD Contracts) (June 2012)
252.246-7000	Material Inspection and Receiving Report (Mar 2008)
252.251-7000	Ordering from Government Supply Sources (Aug 2012)

- **Applicable when fixed price is greater than \$3,000**

52.222-3	Convict Labor (June 2003)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (March 2012)
52.222-54	Employment Eligibility Verification (July 2012)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.232-23	Assignment of Claims (Jan 1986)

- **Applicable when fixed price is greater than \$10,000**

52.222-20	Walsh-Healy Public Contracts Act (Oct 2010)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-22	Previous Contracts & Compliance Reports (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)

Under Section 503 of the Rehabilitation Act, the following provision must be included in full text and shall apply unless exempt.

“This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”

- **Applicable when fixed price is greater than \$30,000**

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)
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- **Applicable when price is greater than \$100,000**

52.222-35	Equal Opportunity for Veterans (Sep. 2010)
52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010)
52.222-37	Employment Reports on Veterans (Sep 2010)

Under The Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the following provision must be included in full text and shall apply unless exempt.

“This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.”

- **Applicable when price is greater than \$150,000**

52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Sub-Contractor Sales to the Government (Sep 2006)
52.203-7	Anti-Kickback Procedures (Oct 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.215-2	Audit and Records- Negotiation (Oct 2010) (Alt. II) (Apr 1998)
52.215-14	Integrity of Unit Prices (Oct 2010)
52.219-8	Utilization of Small Business Concerns (Jan 2011)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 2005)
52.223-6	Drug-Free Workplace (May 2001)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.232.17	Interest (Oct 2010)
52.242-13	Bankruptcy (July 1995)
52.244-2	Subcontracts (Oct 2010) (Alt 1) (June 2007)
52.244-5	Competition in Subcontracting (Dec 1996)
52.246-2	Inspection of Supplies - Fixed Price (Aug 1996)
52.246-4	Inspection of Services - Fixed Price (Aug 1996)
52.246-24	Limitation of Liability-High Value Items (Feb 1997)
52.249-2	Termination for Convenience of the Government (Fixed Price) (Apr 2012)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Dec 2012)
252.203-7001	Prohibition on Persons Convicted on Fraud or Other Defense Contract Related Felonies (Dec 2008)

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan 2009)
252.209-7004	Subcontracting with Firms that are owned or Controlled by the Government of a Terrorist Country (Dec 2006)
252.242-7004	Material Management and Accounting System (May 2011)
252.247-7023	Transportation of Supplies by Sea (May 2002)
52.222-37	Employment Reports on Veterans ** Applies when 52.222-35, Equal Opportunity for Veterans is also included **

- **Applicable when fixed price is greater than \$500,000**

52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
52.230-2	Cost Accounting Standards (May 2012)
52.230-5	Cost Accounting Standards - Educational Institutions (May 2012)
52.230-6	Administration of Cost Accounting Standards (June 2010)
252-205-7000	Provision of Information to Cooperative Agreement Holders (Dec 91)

- **Applicable when fixed price is greater than \$650,000**

52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)
52.219-9	Small Business Subcontracting Plan (August 2013)
52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)
252.215-7000	Pricing Adjustment (Dec 91)
252.215-7002	Cost Estimating System Requirements (Feb 2012)
252.219-7003	Small Business Subcontracting Plan (DOD Contracts) (Aug 2013)

- **Applicable when fixed price is greater than \$700,000**

52.215-10	Price Reduction for Defective Cost or Pricing Data (Aug 2011)
52.215-12	Subcontractor Certified Cost or Pricing Data (Oct 2010)
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)
52.215-15	Pension Adjustment and Asset Revisions (Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions (PRB) (July 2005)

- **Applicable when fixed price is greater than \$1,000,000**

52.243-7	Notification of Changes (Apr 1984) (Note: Paragraph (b) - 30 days; paragraph (d) -60 days)
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- **Applicable when fixed price is greater than \$5,000,000**

52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)
52.203-14	Display of Hotline Posters (Dec 2007)

3.112 EXPORT CONTROLS

The Contractor is responsible for complying with all applicable export control regulations. Any such export controlled items, equipment, or information MUST be properly handled and labeled by the Contractor as part of the Contractor’s responsibilities under the law. The burden shall be on Contractor to prevent such export controlled information from being improperly disclosed to NU and if necessary, the Contractor shall obtain the appropriate license or approval from the relevant authorities or shall invoke an available exception, exemption, or exclusion before disclosing any export controlled materials to NU. In the event that the Contractor seeks to provide NU with any such controlled items, equipment, or information, the Contractor will so inform NU in writing, directed to NU’s Director of the Office for Export Controls Compliance, and shall NOT forward or provide ANY export

controlled items, equipment, or information to NU without the express written permission of NU official in charge of such matters. The name of such official shall be provided upon request.

3.2 Payment

3.201 INCURRING COSTS

NU is not liable for any cost incurred by the Contractor prior to signing of the Contract. Total liability of NU is limited to terms and conditions of the Contract.

3.202 TAX EXEMPT

NU is exempt from Illinois Retailers' Occupation Tax, the Service Occupation Tax (both state and local), Sales and Use tax, and Services Use Tax. NU's Illinois State tax exemption identification number is E 9990-4055.

NU is also exempt from the Federal excise tax as an exempt institution (sec. 4222,IRC). NU's Federal excise tax exemption certificate registry number is 3673-0269F.

3.3 Northwestern University Rights

3.301 INDEMNIFICATION

1) General

Notwithstanding any other provision, the Contractor shall defend, indemnify, and hold harmless NU, its trustees, officers, agents and employees from and against any and all damages, claims, demands, suits, judgments, penalties, and costs (including reasonable attorneys' fees and expenses) and all liability imposed by law, including those made for or on account of damage to property or death of or injury to any person or persons (including property and employees of NU), arising from the work, goods, or services provided by the Contractor, its employees, agents or subcontractors pursuant to the Contract.

2) On-site Contractor

Notwithstanding any other provision, the Contractor agrees to defend, indemnify, and hold harmless NU and any of its trustees, officers, agents and employees of and from any loss, cost, damage or expense incurred as a consequence of damage to property, personal injury or death, arising or alleged to have arisen out of or in connection with the presence of any Contractor employees, agents or subcontractors on NU property or the use by any Contractor employees, agents or subcontractors of equipment located on NU property which is in any way associated with the performance of the Contract, together with any legal and related expenses which may be incurred by NU in defending such claims, unless such loss results solely from the negligent acts or omissions of NU. In addition, Contractor agrees to repay NU for all repairs associated with the use of NU equipment by Contractor employees, agents or subcontractors when such repairs are required due to the act or omission of Contractor, its employees, agents or subcontractors.

3.302 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor NU shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement by Contractor of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the Contractor; to

claims covered by other specific provisions of the Contract calling for liquidated damages; to Contractors indemnification obligations; or to court costs or attorney fees awarded by a court in addition to damages after litigation based on the Contract.

3.303 AUDIT RIGHTS

The Contractor shall keep for three (3) years from the date of any payment from NU complete and accurate records of revenues collected. NU shall have the right during this period of three (3) years to appoint, at its expense, an independent certified public accountant to inspect the relevant records of the Contractor. NU shall submit the name of said accountant to the Contractor. The Contractor shall make its records available for inspection by such independent certified public accountant during regular business hours at such place or places where such records are customarily kept, upon reasonable notice from NU, to the extent necessary to verify the accuracy of the payments with not more than one (1) inspection per calendar year. NU agrees to hold in strict confidence all information concerning payments, and all information learned in the course of any audit or inspection, except to the extent necessary for NU to reveal such information in order to enforce its rights under the Contract or as may be required by law. If overpayments by NU to the Contractor are discovered, the Contractor agrees to reimburse NU.

3.304 CONTRACT COMPLIANCE/PERFORMANCE REVIEWS

NU may review with the Contractor their performance under the Contract. Performance reviews may be conducted monthly, quarterly, semi-annually, or annually depending on Contractor’s past performance with NU. Performance reviews may include all of the requirements of the Contract.

Upon a finding of poor or deficient performance, which has been documented by NU, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by NU, the Contract may be canceled for default.

3.305 TRANSITION ASSISTANCE

If the Contract is cancelled or not extended at the end of the term, the Contractor must provide for up to 90 days after the expiration, all reasonable transition assistance requested by NU, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to NU or its designees. Such transition assistance will be deemed by the parties to be governed by the terms, conditions, and pricing of the Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance.

3.306 USE OF MARKS/NEWS RELEASES

All indicia, including but not limited to names, logos, marks, emblems and designs, associated with or identifying NU are owned and legally protected by NU and may not be used without NU’s prior written consent.

In addition, news releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written University approval, and then only in accordance with the explicit written instructions from NU. No results of the activities associated with the ITB and Contract are to be released without prior written approval of NU and then only to persons designated.

3.307 CONFIDENTIALITY

ALL non-public information exchanged between the Vendor and NU throughout this process shall remain the property of NU. Contractor shall keep all such information **confidential**, shall not disclose such information to third parties, and shall so instruct its agents, employees, and independent Contractors who have access to such information. The use of such information by the Contractor in any manner shall not affect University's ownership or the confidential nature of such information. The Contractor shall not photocopy or otherwise duplicate any materials without the prior written consent of University. The obligations of non-disclosure shall not apply to the following:

1. Information which, at the time of disclosure is in the public knowledge,
2. Information which, after disclosure becomes part of public knowledge by the publication or otherwise, except by breach of the Contract,
3. Information which was in possession of the Contractor at the time of disclosure and which was not acquired, directly or indirectly by recipient from University, and which prior possession can be proven by documented evidence,
4. Information received from third parties, provided such information was not obtained to their knowledge by said third parties, directly or indirectly, on a confidential basis,
5. Information which is independently developed by the Contractor's personnel not privy to the ITB,
6. Information contained in the Item Listing/Price Sheet (except pricing),
7. Information that the receiving party is obligated by law or court order to disclose.

Each party's obligation of confidence hereunder shall be fulfilled by using at least the same degree of care with the other party's confidential information as it uses to protect its own confidential information.

3.308 CREDIT/TRADE REFERENCE

NU reserves the right to utilize Contractor as a credit/trade reference, if necessary.

3.4 Warranties

3.401 STANDARD WARRANTIES

Warranty of Merchantability – Goods provided by Contractor under the Contract shall be merchantable. All goods provided under the Contract shall be of good quality within the description given by NU, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by NU, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

Warranty of fitness for a particular purpose – When Contractor has reason to know or knows any particular purpose for which the goods are required, and NU is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Contractor shall, in providing goods to NU, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which NU, at the time of contracting, has no knowledge. Goods provided by Contractor, under the Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

3.402 PROHIBITED PRODUCTS

The Contract is for new product only. NU will not accept salvage, distressed, outdated, used, or discontinued merchandise, unless specifically indicated. Shipping of such merchandise to any department or school, as a result of an order placed against the

Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by NU. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Resource Services has approved a change.

3.403 INSPECTION AND TESTING

NU reserves the right to periodically have products received throughout the Contract period tested by a recognized independent lab to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by NU.

3.404 INTELLECTUAL PROPERTY/WORK FOR HIRE

Vendor warrants that any intellectual property created for NU under this agreement is original and that Vendor owns or is otherwise authorized to transfer any intellectual property rights licensed to NU herein. Vendor further warrants that there are no pending or threatened infringement claims based on such materials. Vendor agrees to defend, indemnify, and hold NU, its affiliates, subsidiaries, trustees, officers, directors, employees, and agents, past and present, harmless against any claim, suit, loss, liability and/or expense, including reasonable attorney's fees, arising out of or relating to any breach of the above-mentioned warranties.

DEFAULT, MORE COMMON OPTION -- FOR USE WHEN WE ARE BUYING GOODS FROM BIDDER FOR OUR USE, BUT AREN'T CLAIMING IP OWNERSHIP:

Vendor grants NU a royalty-free, worldwide, perpetual, nonexclusive license to use the goods and services supplied under this Contract, including any intellectual property rights therein and/or any materials created for NU under this agreement.

OPTIONAL -- FOR USE WHEN WE ARE HAVING THE BIDDER CREATE ORIGINAL WORKS WE WANT TO OWN EXCLUSIVELY:

The work that is the subject matter of this agreement shall be considered a work for hire and NU shall own the copyright and all of the rights comprised in the copyright. If any such copyrightable property does not qualify as a work made for hire, then Vendor hereby transfers to NU during full term of copyright and all extensions thereof the full and exclusive rights comprised in any such property.

3.5 Breach of Contract and Remedies

3.501 BREACH DEFINED

Failure to comply with articles, sections, or subsections of the Contract, or making any false statement in the Contract will be considered a material breach of the Contract giving NU authority to invoke any and all remedies available to it under the Contract.

In addition to any remedies available in law and by the terms of the Contract, such a breach may be considered as a default in the performance of a material obligation of the Contract.

3.502 NOTICE AND RIGHT TO CURE

In the event of a curable breach by either party, the other party shall provide written notice of the breach and a time period to cure said breach described in the notice, to be determined at the time of the breach (generally at least 30 business days, however no less than five). This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if NU determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

3.503 TERMINATION

1) With Cause

If either party breaches a term of the Contract, the other may send written notice of the breach. If the breach is not cured within the time specified (see paragraph above), or if the parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate the Contract effective immediately upon written notice.

2) Without Cause

NU may terminate the Contract at any time during the term of the Contract, provided that NU notifies the Contractor in writing 90 days prior to the effective date of termination. Termination of the Contract shall not relieve any party of its liability for the performance of obligations imposed upon said party during the effective period of the Contract if such obligations have not been performed or completed at the time such termination becomes effective.

3.504 FORCE MAJEURE

Neither party shall be liable to the other for its failure to perform any of its obligations under the Contract, except for payment obligations, during any period in which such performance is delayed because it is rendered impracticable or impossible due to circumstances beyond its reasonable control, including without limitation earthquakes, governmental regulation, fire, flood, labor difficulties, interruption of supply of key raw materials, civil disorder, and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

3.505 BANKRUPTCY/INSOLVENCY

The Contractor agrees that, if at any time during the term of the Contract, any petition in bankruptcy is filed by or against it, or if it is adjudicated as bankrupt, or a receiver is appointed by any court of competent jurisdiction to take possession of its property, or if it shall make any assignment for the benefit of creditors, then the Contract shall immediately terminate.

3.6 Changes, Modifications, and Amendments

Except as provided below, the Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party. Potential changes in pricing proposed by the Contractor resulting from any potential changes to the Contract are subject to acceptance by NU. Changes may be increases or decreases.

3.601 SERVICE MODIFICATIONS

NU reserves the right to modify the Contract at any time during the Contract term, upon written agreement by both parties. Such modification may include changing the locations to

be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, and/or any other service modifications deemed necessary.

3.602 ADDITIONAL ITEMS/SCOPE CHANGE

NU reserves the right to add item(s) that are not included on the Contract and available from the Contractor, at similar pricing, upon written agreement by both parties. The item(s) may be included on the Contract, only if prior written approval has been granted by NU.

Execution of Proposal

The undersigned certifies that to the best of his/her knowledge: (check all that apply)

- There is no officer or employee of Northwestern University who has, or whose relative has, a personal economic interest in any Contract award pursuant to this proposal.
- The names of any and all officers or employees of Northwestern University who have, or whose relative/s have, a personal economic interest in any Contract award pursuant to this proposal are identified by name in the proposal.
- The names of any employees of the vendor that would serve NU (directly or indirectly) that have relatives working at NU are identified by name in the proposal.

The Vendor also certifies and represents, to the best of his knowledge, that they:

- 1) Have _____, Have Not _____ failed to substantially perform a Contract or subcontract according to its terms, conditions, and specifications within specified time limits.
- 2) Have _____, Have Not _____ failed to perform a Contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.
- 3) Are _____, Are Not _____ currently debarred, suspended or proposed for debarment by any federal entity. The undersigned agrees to notify NU of any change in this status, should one occur, until such time as an award has been made under this ITB action.
- 4) The Vendor Has _____, Has Not _____ within a 3-year period preceding this solicitation had one or more Contracts terminated for default by any other customer.
- 5) [Indicate your willingness to extend the prices offered in your bid to Garrett-Evangelical Theological Seminary, an independent institution located on or near Northwestern University's Evanston campus. If you agree, it is expected that merchandise and services will be provided at the established Northwestern University contract prices and terms. Inasmuch as these are non-Northwestern entities, all purchase orders will be submitted by, and invoices will be sent to, each entity on a direct and independent basis. Your response in no way binds either entity to utilize the contract.](#)

Yes No

After carefully reviewing all the terms and conditions, and the requirements here within, the undersigned agrees to furnish such goods/services in accordance with the specified requirements.

Date: _____

Bidder/Firm Name: _____

Bidder/Firm Federal Tax ID Number: _____

Bidder/Firm Address: _____

Bidder/Firm Phone Number: _____

Fax Number: _____

Email address: _____

Signature of Authorized Bidder Agent: _____

Printed Name of Authorized Bidder Agent: _____

Title of Authorized Bidder Agent: _____