|  |  |
| --- | --- |
| **University of Wisconsin - Madison** | |
| **REQUEST FOR SERVICES** THIS IS NOT AN ORDER | **AGENT:**  **Questions regarding this bid** – **see Section 3.1**  **For Submittal of Bid Instructions – see Section #1.** |
| **OFFICIAL SEALED**  **CONTRACT NUMBER: 1X-5XXX**    **ISSUE DATE: XX/XX/XX**  **DUE DATE: XX/XX/XX 2:00 PM CST/CDT**  If **NO BID** (check here) and return. | Bid prices and terms shall be firm for sixty (60) days from the date of bid opening, unless otherwise specified in this Request for Bid by the UW-Madison Purchasing Services.  Unless otherwise noted, public openings will be on the date and time specified. |
| **TITLE/DESCRIPTION OF BID**  for the period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or one year after date of award, and will be automatically renewed for \_\_\_ additional one-year terms.    The current contract may be viewed at <http://www.bussvc.wisc.edu/purch/contract/wpxxxx.html>. | |

In signing this bid, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the UW-Madison Purchasing Services bid document on file shall be the controlling document for any resulting contract. We certify that we have not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the stated statement is accurate under penalty of perjury. I certify that the information I have provided in this bid is true and I understand that any false, misleading or missing information may disqualify the bid.

By submitting a bid, the bidder certifies that no relationship exists between the bidder and the University that interferes with fair competition or is a Conflict of Interest, and no relationship exists between such bidder and another person or firm that constitutes a Conflict of Interest. Further, bidder certifies that no employee of the University whose duties relate to this request for bid assisted the bidder in preparing the bid in any way other than in his or her official capacity and scope of employment.

The Bidder certifies by submission of the bid that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

|  |
| --- |
| COMPANY NAME: |
| COMPANY STREET ADDRESS: |
| COMPANY CITY, STATE & ZIP: |
| SIGNATURE: DATE : |
| TYPE OR PRINT NAME: |
| TITLE: |
| TELEPHONE NUMBER: ( ) FAX NUMBER: ( ) |
| EMAIL ADDRESS: |
| FEIN NUMBER: DUNS #: |

UNIVERSITY OF WISCONSIN CONTRACT NO.: 1X-5XXX

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**INTRODUCTION**

# SECTION #1: SUBMITTAL INSTRUCTIONS

**INFORMATION IN SHADED BOXES WILL NOT APPEAR IN BID DOCUMENT. THE DOCUMENT IS INTENDED TO ASSIST AGENTS TO ESTABLISH CONTRACTS. IT INCLUDES CONDITIONS THAT ARE ROUTINELY USED AND SHOULD BE EDITED APPROPRIATELY. SEE** [**IPP #23**](http://www.bussvc.wisc.edu/purch/ipp/ipp23.html) **FOR MORE INFORMATION.**

**BIDS MUST BE DELIVERED TO:**

**Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218.**

**AGENT NOTE: Include instructions for submitting other number of copies of bid required.**

**NUMBER OF COPIES TO BE SUBMITTED:**

**\_\_\_ (#)** hard copies of the completed bids, including the signed original, may be mailed, delivered by Bidder, or by a third-party/courier service **in a sealed envelope or package with the RFB number on the outside.   \_\_\_\_ (#) CD/DVD/Flash Drive copies of the bid must also be submitted**. **[AGENT CHOOSE]**  Bids must be received and date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date. Bids not so date/time stamped shall be considered late.  **Late bids shall be rejected.**

**RETAIN A COPY OF YOUR BID RESPONSE FOR YOUR FILES**

**If hand delivering, c**all 608-262-1526 ***when you arrive at Purchasing Services, Suite 6101*** for assistance.

Bids may be dropped off at Purchasing Services, **21 N. Park Street, Suite 6101, Madison, WI 53715-1218,** between the hours of 7:00 AM and 4:00 PM **prior** to the due date and time.

**AGENT NOTE: If accepting fax bids, be aware of sizeable price lists!**

**AGENT NOTE: Use Agent discretion if fax/e-mail bids are acceptable**

**FAXED OR E-MAILED RESPONSES WILL NOT BE ACCEPTED. [AGENT CHOOSE]**

**[AGENT: CHOOSE]**

**If faxing or e-mailing,** the University will accept completed bids **[faxed to** **(608) 262-4467]** or **[e-mailed to** [**bids@bussvc.wisc.edu**](mailto:bids@bussvc.wisc.edu)**]** **[AGENT: CHOOSE]**, provided(i) they are date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date **(.)** **AND (ii) only one copy is required if [faxing or emailing] [AGENT: Choose] or the number of copies indicated above are mailed or hand delivered to Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218** **by 2:00 p.m. CST/CDT on the next business day following stated bid due date.] [AGENT: CHOOSE]**

Submitting a bid to any other e-mail address than [**bids@bussvc.wisc.edu**](mailto:bids@bussvc.wisc.edu)does not constitute receipt of a valid bid by Purchasing Services.  Proof of transmission doesn't constitute proof of receipt.  E-mail submissions **must** be a scanned copy of the document with ACTUAL signatures and initials *(***not typed or electronic signatures***)*, or those pages that require signatures and/or initials must be signed and returned via fax (608-262-4467) and should be received prior to 2:00 p.m. **CST/CDT** on the stated due date.

UNIVERSITY OF WISCONSIN CONTRACT NO.: 1X-5XXX

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**VENDOR NOTE: FOR THE PURPOSES OF THE RETURN ADDRESS LABEL, IF THE ADDRESS IS THE SAME AS YOU LISTED ON THE REQUEST FOR BID FORM – YOU DO NOT NEED TO FILL OUT THE RETURN ADDRESS LABEL.**

**RETURN ADDRESS LABEL:**

Below is a label that can be taped to the outside of your sealed bid response. If returning your bid response by mail or in person, please fill out the information and tape to the outside of your bid package.

|  |
| --- |
| **OFFICIAL SEALED BID**  **NUMBER: 1X-5XXX**  **DUE DATE: XX/XX/XX TIME: 2:00 PM CST/CDT**  **SHIP FROM:**  **VENDOR NAME HERE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **SHIP TO:**  **UNIVERSITY OF WISCONSIN-MADISON**  **PURCHASING SERVICES**  **21 N PARK ST, SUITE 6101**  **MADISON, WI 53715-1218** |

**BID RESPONSE: Section advises bidders what they are required to submit with their bid. The statement “failure to provide this information with your bid may...” gives you the opportunity to request a bidder to submit missing required documents provided they do not contain prices, within a specified time period. If you choose to request information or disqualify a bid, you must treat all bidders consistently. NOTE: A submitted bid MUST contain all of the prices, or MUST BE DISQUALIFIED.**

**AGENT: Request adequate number of copies to eliminate need for duplicating!**

1. **BID RESPONSE REQUIREMENTS:**

In order for your bid to be considered, the following forms/information must be completed and submitted as part of your bid response. Failure to provide these forms/information with your bid submittal may disqualify your bid.

1. Request for Bid Form **(signed)**

**AGENT NOTE: Specify if drawings/samples are required.**

2. Bidder Response Sheet (including attachments as requested on Bidder Response Sheet) (Attachment A)

3. Specifications, descriptive brochure and detail for the item(s) bid (Section 6) (Attachment B)

4. Itemized Bid List (Attachment C)

5. Vendor Information Sheet (Attachment D)

6. Client Reference List (Attachment E)

7. Certification of Site Visit form (Attachment H)

UNIVERSITY OF WISCONSIN CONTRACT NO.: 1X-5XXX

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# SECTION #2: GENERAL INFORMATION

**INFORMATION IN SHADED BOXES WILL NOT APPEAR IN BID DOCUMENT. THE DOCUMENT IS INTENDED TO ASSIST AGENTS TO ESTABLISH CONTRACTS. IT INCLUDES CONDITIONS THAT ARE ROUTINELY USED AND SHOULD BE EDITED APPROPRIATELY. SEE IPP #23 FOR MORE INFORMATION.**

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

* 1. Purpose:

The University of Wisconsin-Madison, hereinafter referred to as the "University", through its Purchasing Services Department, hereinafter referred to as "Purchasing," on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **[AGENT NOTE: Requesting Department if needed]** hereinafter referred to as "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_," requests bids for the purchase of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

All University of Wisconsin-Madison departments must be eligible to purchase from this contract.

**Scope:**

See Specifications (Section 6 and Attachment B) and/or Itemized Bid List (Attachment C) for the minimum acceptable specifications for items/services desired. The estimated item quantities identified on the Itemized Bid List are for bid purposes only. The University does not guarantee to purchase any specific quantity or dollar amount. This Contract must not be construed as mandatory upon any University campus, State agency or municipality. The University reserves the right to issue separate bids when deemed in the best interest of the University.

* 1. Definitions:

The following definitions are used throughout this document:

**Agent** means UW Madison Purchasing Agentresponsible for this Request for Bid. Full contact information can be found in Section 3.1.

**Bidder** means a firm submitting a bid in response to this Request for Bid.

**Contractor** means successful Bidder awarded the bid.

**Department** means UW-Madison Department of \_\_\_\_\_\_\_\_\_\_\_.

**DVB** means Disabled Veteran-Owned Business.

**MBE** means Minority Business Enterprise.

**AGENT NOTE: choose Purchasing card if applicable.**

**Purchasing card** means State credit card.

**Purchasing** means the Purchasing Services Department in the Division of Business Services responsible for the procurement of goods and services on UW-Madison campus, located at 21 N. Park St., Madison, WI 53715.

**RFB** means Request for Bid.

**State** means State of Wisconsin.

**University** and **UW** both mean University of Wisconsin-Madison.

**WBE** means Woman-Owned Business Enterprise.

## 2.3 VendorNet Registration

Registration on the State of Wisconsin’s VendorNet System (<http://vendornet.state.wi.us>) is available free of charge to all businesses and organizations that want to sell to the state. Registration allows a vendor to:

2.3.1 Register for a bidders list for commodities/services that the vendor wants to sell to the state.

2.3.2 Receive an automatic e-mail notification each time a state agency, including the University of Wisconsin System campuses, posts a Request for Bid (RFB) or a Request for Proposal (RFP) with an estimated value over $50,000 in their designated commodity/service area(s).

2.3.3 Receive an e-mail notification of addendums/amendments relative to the RFB or RFP.

**ORDERS: This section is information to bidders. The commodity to be ordered will dictate the type of order that will be placed.**

**2.4 Orders:**

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

2.4.1 Specific order(s): issued as one-time orders.

2.4.2 Contract blanket order(s): issued for a specified period of time, to allow departmental personnel to issue releases against the Contract blanket order(s) as needed.

2.4.3 Purchasing Card order(s): issued as one-time order(s).

2.5 Electronic Commerce/Online Ordering:

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

2.6 Campus Delivery Requirements:

2.6.1 Delivery of orders shall be made to University departments five days per week, Monday through Friday, during normal University business hours.

* + - 1. 2.6.2 The University of Wisconsin-Madison no longer permits access to trucks over 30 ft. in length on several designated streets on this campus. The exceptions are trucks necessary for the delivery or pick up of perishable commodities, private construction vehicles, vehicles carrying radioactive materials, and campus service vehicles. For specific policy language, a campus map and restrictions, see the University Transportation Services website at <http://transportation.wisc.edu/resources/large_truck.aspx>.
    1. 2.6.3 This contract requires that Contractor deliver goods to the stated delivery address in accordance with the 30’ truck policy referenced in Section 2.6.2 above. Any unique delivery arrangements must be pre-approved by contacting the ordering department or Material Distribution Services (MDS) at (608) 497-4432. MDS reserves the right to charge Contractor reasonable material handling fees for any deliveries they make for the Contractor.

2.7 Parking:

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through UW Transportation Services at 610 N. Walnut Street, WARF Building Room #120, Madison, WI 53726 (608) 263-6667. No additional Contractor costs will be allowed for parking fees or violations. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and/or towed.

2.8 Promotional Materials/Endorsements:

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

2.9 Energy Star:

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

**2.10 Supplier Diversity**

**2.10.1 Minority Business Enterprise Program (MBE)**

The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The University of Wisconsin-Madison is committed to the promotion of minority business in the state's purchasing program.

The State of Wisconsin policy provides that Wisconsin Certifiedminority-owned business enterprises should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

The supplier/contractor may be requested to provide information about its purchases from Wisconsin certified MBEs.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of the Minority Business Program, 608/267-7806. To view all MBE firms go to <https://wisdp.wi.gov/search.aspx> select the MBE box and click search.

**2.10.2 Woman Owned Business (WBE)**

The State of Wisconsin is committed to the promotion of Woman-Owned Businesses as outlined in 560.035, Wisconsin Statutes.

The State of Wisconsin policy provides that Woman-Owned Businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Woman-Owned Businesses or by using such businesses to provide goods and services incidental to this agreement.

**2.10.3 Disabled Veteran Owned Business (DVB)**

The State of Wisconsin policy provides that Disabled Veteran-Owned businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Disabled Veteran-Owned businesses or by using such enterprises to provide goods and services incidental to this agreement.

UNIVERSITY OF WISCONSIN CONTRACT NO.: 1X-5XXX

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# SECTION #3: RFB PROCESS INSTRUCTIONS

* 1. Clarifications and/or Revisions through Designated Contact:

All communications and/or questions in regard to this request **(must) (should)** **[AGENT: CHOOSE ONE]** be in writing and must reference the bid number. Bidders are encouraged to FAX or e-mail written questions to the Agent. Verbal questions, when permitted, must be directed to the Agent.

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFB, they have **five (5)** business days **(after the bid issue date and time)** (**after the scheduled Bidder Conference) [AGENT: CHOOSE ONE]** to notify, in writing, the Agent at the address shown below of such error and request modification or clarification of the RFB document.

ADMINISTRATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Agent Name)**

UW Purchasing

21 N Park St, Suite 6101

Madison, WI 53715-1218

E-mail: [first.last@wisc.edu](mailto:xxxxxxx@bussvc.wisc.edu)

PHONE 608/\_\_\_\_\_\_\_\_\_\_\_\_\_\_ -- FAX 608/262-4467

**[AGENT: CHOOSE]**

Technical: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***(Technical Contact Name)**

E-mail: [first.last@wisc.edu](mailto:xxxxxxx@bussvc.wisc.edu)

PHONE 608/\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If a Bidder fails to notify the Purchasing Office of an error in the RFB document which is known to the Bidder, or which should have reasonably been known to the Bidder, then the Bidder shall submit a bid response at the Bidder’s risk and if awarded a contract, shall not be entitled to additional compensation or delivery or installation time by reason of the error or its later correction.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on <http://vendornet.state.wi.us>) and [publicnotices.wi.gov](http://publicnotices.wi.gov/).

Any contact with University employees concerning this RFB are prohibited, except as authorized by the RFB manager during the period from date of release of the RFB until the **(notice of award) (intent to award) [AGENT: CHOOSE ONE]** is released. Contacting anyone other than the Designated Contact(s) above may disqualify your RFB.

* 1. Applicable Dates: (Optional)

|  |  |
| --- | --- |
| **Date**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ -- 2:00 PM CST/CDT  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Event**  Date of Issue of the RFB  Written questions due  Bidder Conference/Site Visit  RFB Due Date (Local Madison Time)  Contract Term Begins |

**CONTRACT TERM: Insert beginning and ending dates of the contract. When bidding an on-going contract, dates should coincide with previous time period. When bidding a partial rebid and/or adding to part of an on-going contract, ending dates must coincide with current contract. Contracts with option to renew for more than two additional terms require prior DOA approval.**

**AGENT NOTE: Choose whether it is a THREE (3) year or FIVE (5) year contract. If five years, an example of how the language would read:**

The initial term of this contract shall be January 1, 2008 **(CONTRACT START DATE)** or date of award, through December 31, 2010 **(CONTRACT END DATE)** or one year after date of award. This contract will be automatically renewed for two additional one-year terms with a contract end date of December 31, 2012.

**AGENT NOTE: Choose whether to auto renew OR not auto renew.**

**AGENT NOTE: Make sure number of days chosen for non-renewal works for this contract and allows agent enough time to rebid.**

## 3.3 Contract Term

The initial term of this contract shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(CONTRACT START DATE)** or date of award, through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(CONTRACT END DATE)** or **[insert number of years] \_\_** year after date of award. **[This contract will be automatically renewed for two additional one-year terms, unless Purchasing is notified, in writing, by the Contractor; or notifies the Contractor, in writing, (90) (\_\_\_\_) [AGENT: CHOOSE ONE] calendar days prior to expiration of the initial and/or succeeding Contract term(s)**.**]** or **[The University has the option to renew this contract into its second and third years. Such renewal will be by mutual agreement of University and the Contractor(s).] [AGENT: CHOOSE ONE]**

**-OR-**

## 3.3 Contract Term

It is the intent of the University to start the resulting Contract upon successful negotiations. The contract shall be effective on the contract execution date and shall run for \_\_\_\_\_\_\_ year from that date, with an option to renew for \_\_\_\_\_\_\_\_ additional \_\_\_\_\_\_\_‑year periods.

This contract shall automatically be extended into its **(second and third** **years) (fourth and fifth years) [AGENT: CHOOSE ONE]** unless the Contract Administrator is notified in writing by the Contractor; or the Contractor is notified by the Contract Administrator in writing **(90) (\_\_\_\_) [AGENT: CHOOSE ONE]** calendar days prior to expiration of the initial and/or succeeding contract term(s).

3.4 Bidder Conference:

A Bidder’s Conference will be held at \_\_\_\_\_\_\_a.m./p.m. **[TIME]** on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[DATE]** in Room \_\_\_\_\_\_\_\_ **[ROOM#]** at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[LOCATION]** to respond to questions and to provide any additional instruction to Bidders on the submission of their bid. **Bidder (must) (should) [AGENT: CHOOSE ONE] attend the Bidder’s Conference in order for their bid to be considered for an award**. Any changes to the bid as a result of the Bidder’s Conference shall be issued in the form of an Amendment which will be sent to all recipients of the initial RFB.

**-AND/OR-**

**AGENT NOTE: If you use the first, second or third choice below, bidder must visit site or they cannot be considered for award.**

3.5 Site Visit:

Bidder must visit the job site prior to submitting a bid to assure themselves and the University that they fully understand all requirements of the project. **The mandatory site visit will be held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [DATE] at \_\_\_\_\_\_\_a.m./p.m. [TIME] in Room \_\_\_\_ [ROOM#].**  The location for the site visit is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. **[**LOCATION] Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [CONTACT PERSON] at (608) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[PHONE #]** to confirm your attendance at the site visit.Failure to attend a mandatory site visit will disqualify your bid. In order for your bid to be considered, the attached Certificate of Site Visitation form (Attachment H), completed by the Bidder and signed by a Purchasing Services representative, should be submitted with your bid.

**-OR-**

Bidder must visit the job site prior to submitting a bid to assure themselves and the University that they fully understand all requirements of the project. **Bidders must attend a Site Visit in order for their bid to be considered for an award.** In order for your bid to be considered, the attached Certificate of Site Visitation form, completed by the bidder and signed by a Purchasing Services representative, should be submitted with your bid. Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[CONTACT PERSON]** at (608) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[PHONE #]** and arrange a visit to the job site.

**-OR-**

Bidder should visit the job site prior to submitting a bid to assure themselves and the University that they fully understand all requirements of the project. No additional charges shall be allowed by the Contractor for lack of information or misunderstanding information if the Bidder does not attend the vendor conference or site visit. Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[CONTACT PERSON]** at (608) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[PHONE #]** and arrange a visit to the job site.

**AGENT NOTE: \*\*CAUTION: USE ONLY WHEN MATERIALS MAY BE DELIVERED TO UW**

**3.6 F.O.B. Job Site**:

Services are to be performed at locations indicated when orders are placed. Delivery of all materials shall be F.O.B. job site, freight paid by Contractor. Contractor shall have a representative present at the delivery site when materials are direct shipped. University employees will not accept deliveries on behalf of the Contractor. The University shall not be responsible for any materials received or accepted on behalf of the Contractor.

3.7 Oral Presentations, Product Demonstrations and Site Visits (Pre Award)

The University, at its sole discretion, may require oral presentations, product demonstrations and/or vendor location site visits tovalidate information submitted with thebids. Failure of a bidder to conduct a presentation on the date scheduled or allow an on-site/vendor site visit may result in rejection of the bid. These eventscannot be used as an opportunity to alter bids submitted.

3.8 Proprietary Information:

Any information contained in the Bidder’s response that is proprietary must be detailed separately on form DOA-3027. **Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award**. Information will only be kept confidential to the extent allowed by State of Wisconsin Public Disclosure Law (refer to Standard Terms and Conditions, Section 27.0). A copy of the form needed to designate portions of your submission as proprietary can be found at: <http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc>

3.9 Reasonable Accommodations:

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

**APPEALS POCESS: This is language will be used for Service contracts only**

**AGENT NOTE: Is this an IT bid/contract and the protest would go to UW System rather than DOA? If so, use** [**alternate protest language**](http://www.bussvc.wisc.edu/purch/contract/clauses/PROTESTS(IT).doc)**.**

3.10 Appeals Process:

(Agent delete if not needed)

Any protest of the University's solicitation or intent to award must be based on an allegedviolation of the Wisconsin State Statute or a provision of a Wisconsin Administrative Code.

No later than five working days after the date of solicitation or the notice of intent to award is issued by the University, written notice of intent to protest must be received by:

The Office of the Chancellor

The University of Wisconsin-Madison

500 Lincoln Drive

Madison, Wisconsin 53706

with a copy to:

Director of Purchasing Services

University of Wisconsin-Madison

**21 N Park St, Suite 6101**

**Madison WI 53715-1218**

The complete protest must be received by the Chancellor and the Director of Purchasing Services no later than ten working days after the date of solicitation or the intent to award is issued. The protest must be in writing. Protesters must make their protests as specific as possible and must specifically identify theWisconsin State Statute and/or State of Wisconsin Administrative Code provision(s) allegedly violated.

The decision of the University regarding the protest may be appealed to the Secretary of the Department of Administration within five working days after denial by the University, with a copy of such appeal filed with the University.

**METHOD OF BID and METHOD OF AWARD**

**[AGENT: MAKE SURE THE DESCRIPTION MATCHES ON YOUR ITEMIZED BID LIST (i.e. NET UNIT PRICE/EXTENDED LOT TOTAL)**

3.11 Method of Bid:

Bidder must submit a **net unit price** and an **extended net total** service specified. Prices listed should be in US dollars unless otherwise indicated.

**For University Imports:** See Section 5.3 **[Agent Choose]**

3.12 Method of Award:

Award(s) shall be made on the basis of the lowest **(net unit price and extended net total**) **(net unit price(s) for service)** **[AGENT: CHOOSE ONE]** which is judged to be in the best interest of the University. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

**For University Imports:** See Section 5.3 **[Agent Choose]**

**Supplier Diversity Preferences**

State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

**-OR-**

Award(s) shall be made on the basis of the lowest total line item **net bid price** for the serviceswhich are considered to be the ones most likely to be purchased by the University. These services shall be selected by the University prior to bid issuance and shall be made public at the time of the bid opening. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

3.12.1 It is intended that the entire award shall be to a single bidder. However, to insure service(s) meet the University’s specifications and will be completed within the time required, the University may award a primary and secondary Contractor.

3.12.2 Service elements \_\_\_\_\_\_\_\_\_\_\_ shall not be used to determine award unless there is a tied bid. However, failure to provide pricing for service elements \_\_\_\_\_\_\_\_\_\_\_ **(may)** **(shall)** **[AGENT: CHOOSE ONE]** result in disqualification of your bid.

**AGENT NOTE: Agent must define what performance expectations (pass/fail) evaluation criteria will be used.**

3.12.3 The University reserves the right to make an interim award and to require proof of performance through a “trial” period of up to six months before awarding a final Contract. During this “trial” period, the University shall review the Contractor's performance, including invoicing requirements, to ensure complete compliance with the Contract.

If deficiencies are not remedied to the complete satisfaction of the University, the “trial” period shall be canceled and award shall be made to the next lowest responsible bidder. The final interim award decision rests with the University based upon the data it collects.

If the Contractor's performance demonstrates that the Contractor is capable of complete compliance with the contract on a continuous basis for the six-month trial period, the University shall make a final award for the contract.

3.12.4 A demonstration or review of service may be required before contract award. Location will be determined and negotiated after bids are opened but before the Contract award is made.

**For University Imports:** See Section 5.3 **[Agent Choose]**

**Supplier Diversity Preferences**

State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

**-OR-**

Award(s) shall be made on the basis of the lowest **net lot total**. However, the right is reserved, to award on a line item basis within lots if mutually agreeable to the bidders affected. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

**For University Imports:** See Section 5.3 **[Agent Choose]**

**Supplier Diversity Preferences**

State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

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**SECTION #4: BIDDER QUALIFICATIONS**

**AGENT NOTE: Qualification should be factors used to determine whether they are experienced and can handle the volume or type of work. Qualifications shouldn’t be item specific or performance related.**

To be eligible for a Contract award, you must be qualified and able to provide the following as required or your bid will be disqualified **(respond on "Bidder Response Sheet".)**

4.1  Bidder Information**:**

Bidder must complete the attached Vendor Information Form (Attachment D) to identify designated contact people, to provide information regarding the size of the bidder’s company, and other information as requested. All sections of this form must be completed.

4.2 Bidder Experience**:**

Bidder **(company or its principals)** **[AGENT: CHOOSE]** must be in the business of providing \_\_\_\_\_\_\_\_\_\_\_ service and must have done so for the past \_\_\_\_ years.

4.3 Authorization**:**

Bidder must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer. **[AGENT: delete if not needed]** **(with service and repair capabilities for the item.) [AGENT: CHOOSE]** **(On Bidder Response Sheet identify account number with manufacturer, as applicable.)**

**-OR-**

Bidder must have an account with an authorized parts dealer. (See Bidder Response Sheet).

**4.4 Client List/References:**

Bidder must supply **(upon request) (with their bid)** **[AGENT: CHOOSE ONE]** a client list of three (3) firms to which similar services have been provided during the past three (3) years to a comparable sized institution or company (see Attachment E). If contacted, information received from those clients will be used to determine whether bidder can reasonably meet contract requirements and specifications. Client references may be used in the award consideration.

4.5 Fair Price Analysis**:**

Purchases made under this contract may require further fair price analysis. Bidders **(must) (should)** **[AGENT: CHOOSE ONE]** identify on the Bidder Response Sheet the type of documentation they will provide (i.e. published price list, list of previous buyers, etc.) to allow the University to complete this analysis. The awarded Bidder will be required to provide this documentation prior to the order being issued.

**4.6 Trademark:**

Bidder **(must) (must be able to)** **[AGENT: CHOOSE ONE]** be a UW-Madison Licensee for items bearing trademarks, logos or other symbols of the University in which the University has a proprietary, licensed or copyright interest.

**4.7 Minimum Order:**

Bids that require **(any minimum order quantity or dollar amount) (any order quantity or dollar amount in excess of $\_\_\_\_\_\_\_\_\_\_)[AGENT: CHOOSE ONE] (shall) (may)** **[AGENT: CHOOSE ONE]** be disqualified.

**4.8 Debarment:**

Federal Executive Order (E.O.) 12549 “Debarment“ requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.  By signing this document you certify that your organization and its principals are not debarred.  Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](https://www.sam.gov/portal/public/SAM/) and   <https://acquisition.gov/far/index.html>  see section 52.209-6.

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# SECTION #5: PERFORMANCE AND CONTRACT REQUIREMENTS

**5.1A Firm Prices:**

5.1.1 Prices must remain firm for**(one year from the date of the signed contract.) (\_\_ calendar days after bid opening.) (the initial contract term.) [AGENT: CHOOSE ONE]** Prices established may be lowered due to general market conditions or negotiations between the Contractor and the University.

5.1.2 Price increase requests proposed after the initial Contract term must be received by Purchasing in writing **\_\_\_** calendar days prior to the beginning of the next contract term for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part or to negotiate price increase requests with the Contractor. **An acceptance of the price list change will be in the form of an amendment to the contract or a letter to the Contractor.** **[AGENT: CHOOSE]**

5.1.3 Price increases must be labeled with the contract number and should be submitted in the same format as the original Itemized Bid List. Any price increase requested that is not submitted in the proper format may be rejected.

**\*\* CAUTON: USE ONLY WHEN A PREVAILING WAGE RATES ARE REQUIRED – NOTE WHEN RATES ARE NEEDED?**

**5.1B Firm Prices:**

5.1.1 **Labor Rates:**

5.1.1.1 **Prevailing Wage Increases:** Price increase requests for prevailing wage increases as determined by the Wisconsin Department of Workforce Development shall be allowed. If decreases occur, the same criteria will be used to compute reductions. Price increase requests for prevailing wage increases must be received by Purchasing in writing 30 calendar days prior to the effective date of proposed increase. **An acceptance of the price list change will be in the form of an amendment to the contract or a letter to the Contractor.** **[AGENT: CHOOSE]**

5.1.1.2 **Non-Prevailing Wage Increases:** Price increase requests for non-prevailing wage increase must be received by Purchasing in writing 120 calendar days prior to the beginning of the next Contract for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the Contract in whole or part. **An acceptance of the price list change will be in the form of an amendment to the contract or a letter to the Contractor.** **[AGENT: CHOOSE]**

* + 1. **ADD OTHER LANGUAGE FOR MATERIAL OR OTHER COSTS INCREASES**.

**FOB: Deliveries of items for Madison campus generally require pricing FOB Destination, select *first option*. This enables buyers to know their total cost when issuing orders. If, however, all bidders submit prices requiring the University to pay shipping charges (and/or to accept liability from their dock), agent can exercise the option to delete that condition of bid.**

**If installation of item is required, select *second option***

**If on site service is required, select *third option*.**

**AGENTS: What about situations where additional and ongoing sales effort or maintenance is needed? Then we would maybe have 1 and 3 or 2 and 3?**

5.2 F.O.B. Destination, All deliveries shall be FOB Destination. Delivery charges and risk of loss shall be borne by the Contractor.

Delivery will be made by common carrier or Contractor’s truck, with unloading to be performed by the carrier/contractor and carton(s) transported to the interior/ground floor or inside dock at **(various locations.) (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.)** **[AGENT: CHOOSE ONE]** Bid prices must include all packing, freight, insurance charges and installation/operation manuals**,** excluding any import/export costs.

If bidding other than F.O.B. Destination, as stated, F.O.B. point and shipping charges must be identified on the Itemized Bid List. This additional cost will be added to the bid total and will serve as the basis for determining the award.

Indicate on the Bidder Response Sheet the Country of Origin and Shipping Point.

**For University Imports:** See Section 5.3

Failure to bid FOB DESTINATION delivery charges and risk of loss borne by the Contractorin bid price or discountmay disqualify your bid. **[AGENT: CHOOSE]**

**-OR-**

5.2 F.O.B.: All deliveries shall be FOB Destination and Installed. Delivery and installation charges and risk of loss shall be borne by the Contractor.

Items are to be installed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, F.O.B. DESTINATION INSTALLED. Bid prices must include all packing, freight, insurance, set-up, instruction and operation manual charges**,** excluding any import/export costs. Items must be set in place connected to utilities as applicable, installed in the area designated by University personnel, demonstrated to be in operating condition, and approved by University personnel. All debris must be removed from the University premises and properly disposed of by the Contractor. Upon installation, all operating instructions and operating and maintenance manuals must be furnished to University personnel as identified.

Indicate on the Bidder Response Sheet the Country of Origin and Shipping Point.

**For University Imports:** See Section 5.3

Failure to bid FOB DESTINATION INSTALLED, delivery and installation charges and risk of loss borne by the Contractor in pricemay disqualify your bid. **[AGENT: CHOOSE]**

**-AND/OR-**

5.2 On Site Service**:**

In carrying out the scope of this Contract, the Contractor shall be required to perform services on University property. Bidders cost must include all transportation charges.

5.3 University Imports: [Agent Choose]

Definitions:   
Custom Charges/Fees: typically includes, but is not limited to, United States duties, if applicable; port of entry documentation fees; custom clearance fees; applicable tax; etc.

University Imports: When the University is the Importer of Record or has responsibilities for paying Custom Charges/Fees for products purchased directly from a foreign country.

Bids must include costs from bidder’s door to port of destination and local delivery charges. Custom Charges/Fees should not be included in the bid price. The University will be responsible for determining Custom Charges/Fees from a University designated customs broker and adding the cost to the bid price. If these charges are identified in your bid, they will be deducted from your total bid price and the University’s estimate added instead. This adjusted total cost will serve as the basis for award.

The University will be responsible for arranging the payment of all United States Custom Charges/Fees, if applicable. The awarded Contractor must use the University's contracted customs broker, asidentified on the purchase order. Customs charges will not be paid to the awarded Bidder or anyone other than the University’s designated customs broker under any circumstances, unless previously agreed to in writing by the University.

**-OR- (If using this section keep definitions. Use of this section may require changes to the Itemized Bid List.) [Agent Choose]**

Bids must include costs from bidder’s door to port of destination and local delivery charges. Custom Charges/Fees should be itemized on the Itemized Bid List (Attachment C). Custom Charges/ Fees will be included in the cost for the purpose of determining the lowest cost bid. The University reserves the right to compare the quoted Custom Charges/Fees with those from a University contracted customs broker and select whichever option is judged to be in the best interest of the University.

If the University is selecting the customs broker and paying the Custom Charges/Fees directly to them, the awarded Contractor must use the University's contracted customs brokeridentified on the purchase order.

**BACKGROUND CHECKS: Bids or RFPs for goods or services where Contractor’s employees, affiliates, or volunteers are expected to have routine or unsupervised access to vulnerable populations (i.e., minors or medical patients) should include one of these clauses.**

**MINOR PROTECTION AND ADULT LEADERSHIP POLICY**

**If the scope of the RFB has minors who participate in programs sponsored by or associated with the University you should review the Minor Protection and Adult Leadership Policy at:** [**https://kb.wisc.edu/ohr/policies/page.php?id=69407**](https://kb.wisc.edu/ohr/policies/page.php?id=69407)

**5.4  Requirements for Criminal Background Checks**

***Background Checks of Contracted Individuals***

This contract is contingent upon, prior to the commencement of services, the independent Contractor passing a criminal background check performed by the Criminal Background Check Coordinator of the unit for which the individual will be engaging in activities or rendering services.  This background check will evaluate whether the individual has any pending charges or convictions that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children.  Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

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

***Background Checks of Contractors***

This contract is contingent upon, Contractor supplying workers who have passed a criminal background check that includes a national criminal background check database demonstrating the worker has no convictions or pending criminal charges that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children.  Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

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

**DELIVERY: Be realistic in your requirements for Contractor to deliver (what do users require, etc.). Consult department if uncertain.**

**AGENT NOTE: When selecting 5.4A or 5.4B, bidder cannot be eliminated if they do not meet the desired delivery date. When selecting 5.4C, if bidder cannot meet the delivery date, you cannot award the bid to that vendor.**

5.5A Timeliness of Delivery**:**

Delivery is desired as soon as possible after receipt of an order. State on the **(Bidder Response Sheet) (Itemized Bid List)** **[AGENT: CHOOSE ONE]** when delivery can be made. Timeliness of delivery may be used in evaluation for bid award.

The Contractor is required to notify the ordering department of any back order, discontinuation of item(s) or other delays in shipping within **(\_\_\_ hours) (\_\_\_ working days)** **[AGENT: CHOOSE ONE]** of receipt of order or release against existing order(s).

**-OR-**

5.5.B Timeliness of Delivery**:**

Delivery is desired on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. State if this requirement can be met. If unable to deliver **by the stated date**, Indicate on the (**Bidder Response Sheet) (Itemized Bid List)** **[AGENT: CHOOSE ONE]** the earliest delivery date possible. Timeliness of delivery may be used in evaluation for bid award.

The Contractor is required to notify the ordering department of any back order, discontinuation of item(s) or other delays in shipping within **(\_\_\_ hours) (\_\_\_ working days)** **[AGENT: CHOOSE ONE]** of receipt of order or release against existing order(s).

**-OR-**

5.5.C Timeliness of Delivery**:**

Delivery must be made by\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Failure to accept this delivery requirement will disqualify your bid.

Once awarded, failure to meet this delivery date may result in cancellation of order (award). The University reserves the right to contract with a second vendor/contractor to receive the services per delivery requests.

The Contractor is required to notify the ordering department of any other delays in delivery of services within **\_\_\_** working days of receipt of order or release against existing order(s).

**ADDITIONAL SERVICES: Language enables the addition of new items if appropriate, and if desirable to users, at pre-agreed upon pricing.**

**5.6 Additional Services:**

Additional related services may be added to this Contract at the discretion of Purchasing. Pricesshall be consistent with the Contract prices for like services currently included in the Contract.

Contractor should promptly notify Purchasing of new or discontinued services.

**5.7 Invoicing Requirements:**

***Invoices for Purchase Orders****:*

5.7.1Contractor must agree that all invoices and purchasing card charges shall reflect the discounts and net prices established for the services on this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each order or at time of purchasing card order.

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

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

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

The original invoice must be sent to University Accounts Payable, 21 N Park St, Suite 5301, Madison, WI 53715-1218 unless the customer identifies and establishes a different bill-to location.

***Purchasing Card:***

Order confirmationshall contain the same detail as listed in Section 5.7.1 and should be sentto the address given at the time of the order is placed.

Any fees charged for use of the University’s purchasing card program are not allowed.

**AGENT NOTE: Orders need to be released "POSTIVE APPROVAL".**

## 5.8 Payment Terms

Payment will not be made until the item/serviceis determined to meet all specifications and has been accepted by the University of Wisconsin-Madison. The University will pay the Contractor **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (Net 30 days) [AGENT: CHOOSE ONE]** as accepted by the University.

**-OR-**

## 5.8 Payment Terms

The University will pay the Contractor each phase in accordance with milestones and achievements and as accepted by the University.

Under no circumstances will the University pay more than 50% prior to acceptance of **(products.) (services completed.)** **[AGENT: CHOOSE ONE]**

**AGENT: Below is an example. Edit as necessary.**

A typical payment plan could include:

* 25% due upon completion of interview, site visit, and proposed timeline is accepted by the department
* 25% due upon receipt of acceptable design
* 50% due upon completion of artwork

5.9 Training**:**

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

5.10 Insurance**:**

The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 22.0. A certificate of insurance must be provided upon **(request.) (award.)** **[AGENT: CHOOSE ONE] (and provided on an annual basis throughout the term of the Contract.) [AGENT: CHOOSE]**

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

**AGENT NOTE: If additional insurance requirements are needed, see IPP #12 for additional coverage limits. Examples of high risks: Airplane Charter, Ambulance Service, Child Care, Asbestos Abatement, Building & Grounds Maintenance, Remodeling, Construction, Elevator Maintenance, Manual Food Services (catering), Medical Services (including optical & laboratory), Recreational Services, Transportation Services (of people), Travel Services (tours, agencies), Hazardous waste services.**

Additional insurance requirements for this bid are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 5.11 Performance Meetings

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

5.12 Subcontracting**:**

5.12.1 Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by Purchasing. Upon request Contractor must provide Subcontractor’s complete contact information including EIN# (TIN#, SS#) and signed W-9 form.

5.12.2 The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. University reserves the right to assess Contractor damages in excess of the contract amount for Subcontractor’s failure to perform or inability to complete required project milestones.

5.12.3 Subcontractors must abide by all terms and conditions under this Contract.

5.12.4 If Subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

## 5.13 Travel Per Diems

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

5.14 Activity Reports**:**

Contractor **(must) (should) [AGENT: CHOOSE ONE]** be able to report on an **(annual) (semi-annual) (quarterly) (monthly)** **[AGENT: CHOOSE ONE]** basis all items/services purchased against this contract during the designated report period, including but not limited to:

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

**CONTRACT TERMINATION: Complete the statement listing failures that will result in cancellation. Common failures are delivery, items not meeting specifications, delays in order filling, invoicing, incorrect or incomplete shipments**.

**5.15 Contract Termination**

5.15.1 The University may terminate the Contract at any time, **without cause**, by providing \_\_\_ days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.

5.15.2 Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within \_\_\_ calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or failure to provide any of the Terms, Conditions or Specifications.

5.15.3 If at any time the Contractor performance **threatens the health and/or safety** of the University, its staff, students or others who may be on campus, the University has the right to cancel and terminate the Contract without notice.

5.15.4 Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Standard Terms and Conditions, Section 22.0, the University has the right to cancel and terminate the Contract without notice.

5.15.5 If at any time a petition in **bankruptcy** shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, the University has the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this contract by giving 10 calendar days notice in writing of such termination.

5.15.6 All notices of performance failure must be submitted in writing to Purchasing, 21 N Park St, Suite 6101, Madison, WI 53715-1218. Purchasing shall be final authority for all performance failure determinations not resolved through the **(ordering department.) (specific department \_\_\_\_\_\_\_\_\_\_\_\_\_.) [AGENT: CHOOSE ONE]**

**5.16 Other Eligible Purchasers:**

U.W. System campuses, State of Wisconsin agencies and Wisconsin municipalities.

A Wisconsin municipality is defined by Wisconsin Statute 16.70(8) to include counties, cities, villages, towns, school boards, sewage, drainage, vocational, technical and adult education districts, and other bodies with the power to award public contracts.

**\*\*CAUTON: USE WHEN LABOR AND MATERIALS ARE PROVIDED TO UW**

## 5.17 Record and Audit

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

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

**AGENT NOTE: Review and change order of precedence as appropriate.**

## 5.18 Entire Contract

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

A. Contract Award Letter

B. Original Request Bid Number 1X-5XXX, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ including amendments/attachments

C. Bidder response to RFB.

D. Official Purchase Order (when applicable)

Any other terms and conditions provided by the Bidder with the bid or for future transactions against this contract, including but not limited to click on agreements accepted by the Customer; shrink wrapped agreements; or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University Purchasing Department. Any exceptions to this RFB should be submitted with your response and alternative language proposed. **(Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the bid response as an attachment.  Each deviation and exception must be identified by the section, page and paragraph to which it applies.  In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.) [AGENT: CHOOSE] (A Word copy of this exceptions document must be submitted with your electronic bid response. [AGENT: CHOOSE]**

Submitting a standard Bidder contract or term and conditionas a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the bid.

The University reserves the right to negotiate contractual terms and conditions or reject the Bidder‘s response and proceed to the next qualified bidder.

UNIVERSITY OF WISCONSIN CONTRACT NO.: 1X-5XXX

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# SECTION #6 SPECIFICATIONS

**SPECIFICATIONS: Specifications included with bid should be “generic” see** [**IPP 27**](http://www.bussvc.wisc.edu/purch/ipp/ipp27.html) **or** [**PRO-C-5**](http://vendornet.state.wi.us/vendornet/procman/proc5.pdf)**.**

**AGENT: Section 6 contains the appropriate SPECIFICATION language for the different types of specifications. Select the option and any of its numbered statements that apply.**

**Specifications should be related to how they will be expected to perform during the life of the Contract. Think of product or vendor performance standards that, if they failed to provide would result in a material breach. Specifications should set product or performance related standards.**

**From Procurement Manual** [**PRO-C-5**](http://vendornet.state.wi.us/vendornet/procman/proc5.pdf) **Guidelines for Writing Specifications include: (1) write specifications so as to permit the lowest responsible bid to be the principal basis of award; (2) use performance criteria that will not restrict competition or limit the number of sources bidding; and (3) use generic specifications with no trade names if this is determined to be inappropriate: document in the bid file the rationale for using trade names.**

**SPECIFICATIONS OF ITEMS/SERVICES TO BE PROVIDED:**

See Specifications **(Section 6 and Attachment B) and/or Itemized Bid List (Attachment C)** **[AGENT: CHOOSE]** for the minimum acceptable specifications for items/services desired.

UW Specifications may not be revised without an official written amendment issued by Purchasing.

6.1 Specific manufacturer(s) and/or catalog/model/stock numbers are provided to establish the design, type of construction, quality, functional capability and performance level desired. Adequate detailed specifications of the items/services beingoffered or bid **(must) (should)** **[AGENT: CHOOSE ONE OR DELETE]** be included with your bid.  The bidder may offer alternate items/services believed to be an equal.  Any alternate items/services bid must be clearly identified by manufacturer, catalog, model or stock number.  Detailed specifications (including brochures, operating manuals, maintenance manuals or other written materials) of any alternate items/services offered **(must) (should) [AGENT: CHOOSE ONE]** be included with your bid to establish equivalency.   The University will be the sole judge of equivalent acceptability between Bidders responses.

**-OR-**

**AGENT NOTE:  Use for generic specifications.**

6.1 The Bidder’s response must be clearly identified by manufacturer and catalog/model/stock number and/or appropriate identification as requested on the Itemized Bid List.  Adequate detailed specifications of the items/services beingoffered or bid **(must) (should)** **[AGENT: CHOOSE ONE]** be included with your bid to insure that the items/services being bid can be compared to determine if the items/services meet all specifications.

If you are bidding alternate items/services, provide complete specifications, documents and materials showing performance features and details for the items/services you propose to furnish for the items/services being bid. These will be used to establish equivalency. The University will be the sole judge of equivalent acceptability between Bidders responses.

**-OR-**

**AGENT NOTE:  Use if you need to match items currently being used.**

6.1 The manufacturer’s items shown on the Itemized Bid List are currently being used at UW-Madison. Adequate detailed specifications of the items/services beingoffered or bid **(must) (should)** **[AGENT: CHOOSE ONE OR DELETE]** be included with your bid. Bidder may offer an alternate manufacturer items/services believed to be an equal to those listed.  Any alternate items/services bid must be clearly identified by manufacturer and catalog, model or stock number.  Detailed specifications of the alternate items/services offered **(must) (should)** **[AGENT: CHOOSE ONE]** be included with your bid to establish equivalency and to insure that the items/services being bid meets all specifications.  The University will be the sole judge of equivalent acceptability between Bidders responses.

Failure to provide the request product specifications and information for items/services bid may disqualify your bid.  **[AGENT: CHOOSE]**

6.2 Warranty**:**

6.2.1 Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased under this contract. Bidder **(should) (must) [AGENT: CHOOSE ONE]** indicate warranty term on Bidder Response Sheet and should enclose standard warranty documents with your bid.

**-OR-**

**AGENT NOTE: Use if asking for warranty that exceeds manufacturer's standard warranty or if manufacturer’s warranty is unknown.**

6.2.1 Contractor must provide a minimum warranty of \_\_\_\_ year(s) on items and/or parts purchased under this contract.

**AGENT NOTE: Determine how you will use this statement. If it's part of award, it needs to be on the Itemized Bid List.**

6.2.2 Contractor is requested to provide a copy of maintenance contracts and quote on maintenance available after expiration of the warranty term. Include terms, which components shall be covered and annual cost on the Itemized Bid List or on attachments to the bid response as necessary.

**AGENT NOTE: If you want to require a minimum # years’ experience, make sure you fill in the (\_\_ years) blank. If not required, delete that choice.**

6.2.3 Contractor must use only manufacturer trained personnel **(with a minimum of \_\_\_\_ [# OF YEARS] years of experience) [AGENT: CHOOSE]** for this contract.

6.3 Maintenance and Repair:

6.3.1 Contractor must perform all maintenance on site unless University grants permission to remove equipment from site.

**-OR-**

6.3.1 Contractor must provide in-store or depot repair service for items purchased as result of this bid. Contractor must return repaired item within \_\_\_\_ days of receipt at the Contractor’s location.

**AGENT NOTE: 6.3.2 through 6.3.5 are under the assumption of on-site maintenance.**

6.3.2 Contractors must have access to replacement parts within **(\_\_\_ hours) (\_\_\_days)** **[AGENT: CHOOSE ONE]** to service all machines identified under this bid.

6.3.3 Service calls received in the **(a.m. must be acknowledged in p.m. of the same day) (p.m. must be acknowledged by noon the following work day)** **[AGENT: CHOOSE ONE]** and machine must be serviced within \_\_\_ hours of initial call. The service representative shall leave the ordering department a copy of a dated written report indicating the service performed. This report must be signed by the University employee in charge of the machine.

6.3.4 Contractor must complete all maintenance or repair services within \_\_\_\_\_ **(weeks) (hours) (days)** **[AGENT: CHOOSE ONE]** of the initial call. If Contractor cannot complete all services within this time, the Contractor must provide a progress report of the repair to the department. The service representative shall leave with the ordering department a copy of a dated written report indicating the service performed. This report must be signed by the University employee in charge of the machine.

6.3.5 Contractor shall provide unlimited call-back maintenance service during normal business hours.

6.4 Contractor must provide a minimum of \_\_\_\_\_ maintenance inspections per year. Contractor must coordinate and schedule dates and times with the University contact person.

6.5 Bid **(must) (should) [AGENT: CHOOSE ONE]** include labor and travel time during stated service hours. University service hours shall be defined as \_\_\_\_ a.m. to \_\_\_\_ p.m., Monday through Friday, excluding holidays. Bidders must identify if travel time charge per hour is the same as labor time per hour and if all employees will be charged at the same rate.

6.6 Bid **(must) (should) [AGENT: CHOOSE ONE]** include labor and travel time during stated emergency hours to the department. Emergency Service hours shall be defined \_\_\_\_ p.m. and \_\_\_\_a.m.

6.7 Purchasing shall have the option to contract with another vendor to repair or service machines if Contractor is unable to repair equipment for any reason or make necessary repairs on a timely basis.

**AGENT NOTE: when using the first (must) option – you need to choose the second (must) option in the paragraph. When using the (may) option – you need to chose the (should) option in the paragraph.**

6.8 In the event of an emergency situation (pandemic, snow storm, etc.), Contractor **(must provide) (may be required to provide) [AGENT: CHOOSE ONE]** the University with the items/serviceson this bid as required. An emergency preparedness plan to serve the University and the items/services that are available to meet emergency needs **(must be provided.) (should be provided if requested.) [AGENT: CHOOSE ONE]** Minimally, this plan should include emergency contact information, product and service level availability, staffing, equipment, and logistics plan.

6.9 Employee Identification**:**

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

6.10 On-Site Demonstration**:**

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

**6.11 Purchased Services – USA Requirement**

The State of Wisconsin requires purchased contractual services to be performed in the United States (Wis Stats 16.705 (1r)). Contractor warrants that the services provided to the University under this contract will be performed in the United States.  The inability to perform services in the United States shall be grounds for disqualifying your proposal for this contract.

**\*\* CAUTON: USE ONLY WHEN A PREVAILING WAGE RATES ARE REQUIRED**

**6.12 Prevailing Wage Rate:**

Work provided under this project shall be in accordance with Sec. 103.49 Wis. Stats., which requires payment of prevailing wage for the stated trade or occupation. Contractor is required to post at the job site a sign stating that Contractor is in compliance with Section 103.49 of the Wisconsin Statutes. Wages quoted under this provision must include employer's share of FICA, unemployment compensation, worker's compensation insurance, public liability insurance and any other overhead item applicable to your firm's operation.

**\*\* CAUTON: USE ONLY WHEN A Irrevocable Letter Of Credit IS REQUIRED**

**6.13 Irrevocable Letter of Credit:**

Successful Contractor(s) **(shall) (may) [AGENT: CHOOSE ONE]** be required to furnish an irrevocable letter of credit in the amount of $\_\_\_\_\_\_\_\_ naming the University as beneficiary for the entire Contract period. The irrevocable letter of credit must be in an amount specified and the format content required by the University. In case of a split award the irrevocable letter of credit must be split between successful Contractors as determined by the University. Irrevocable letter of credit must be furnished by a company licensed to do business in the State of Wisconsin.

The letter of credit must provide that in the event of non-renewal, Purchasing, and the Contractor be notified in writing by the issuer a minimum of 60 calendar days prior to the anniversary of the Contract effective date.

Irrevocable letter of credit must be furnished to Purchasing within 21 calendar days of Contract award notice and prior to Contract commencement.

6.14 Environmentally Friendly (“Green”) Product**:**

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

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# ATTACHMENT A: BIDDER RESPONSE SHEET

**AGENT INSTRUCTIONS: You must include all pertinent information for completing this Bidder Response Sheet. Listed below are the most commonly used options. Be sure to indicate, by circling, which ones you require for this bid. If some questions that you need are not listed, list them at the end of this page or on a separate sheet.**

**NOTE:**  This form **must be returned** with your bid response.  Numbers for each question below refer to the corresponding section of this document that explains the requirement. Bidder may attach additional relevant information to their bid response; identify sections to which information applies.

==========================================================================================

**YES NO**

**SUBMITTAL INSTRUCTIONS**

Have you included **\_\_\_\_** complete set(s) of your bid and **one (1)** CD/DVD/Flash Drive copy?

(only one (1) copy required if faxing or e-mailing)

1.1 Have you completed and returned all forms required?

2.4 What order method will you accept orders against this contract:

E-mail

Fax

Internet

Mail

Phone

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.5 Do you have the capability of putting the University’s specific pricing on a WEB site that is

accessible to University Purchasers through a unique logon ID?

If yes, does your Website provide a means of on-line ordering with our specific

pricing being applied automatically?

If yes, does your Order System accept Purchasing Cards for payment?

If yes, does your Order System provide a self-service means for the customer to track

their order via Internet?

2.9 Which of your items meet the Energy Star requirements?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.4 Have you made the required Bidder’s Conference?

3.5 Have you made the required Site Visit?

3.12.4 Do you agree to a demonstration of the item(s) bid within the time frame specified?

4.2 Are you in the business of providing \_\_\_\_\_\_\_\_\_\_\_ servicesand has your company

or its principals done so for the past \_\_\_\_ years?

4.3 Are you an original manufacturer, authorized distributor, or dealer authorized by

manufacturer? **(with service and repair capabilities for the item?) [AGENT: CHOOSE]**

(Identify account number with manufacturer, as applicable.)

Account # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.3 Are you:

a) an original manufacturer for the product lines being bid?

b) an authorized distributor for the products/product lines being bid?

c) a dealer authorized by manufacturer?

d) do you have service and repair capabilities for the item(s) being bid?

(Identify account number with manufacturer, as applicable.)

Account # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.4 **(Have you provided) (Will you provide)** **[AGENT: CHOOSE ONE]** a client list? (see Attachment E)

4.5 What type of documentation (i.e. published price list, list of previous buyers, etc.) will you

provide to assist the University in its fair price analysis?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.6 Are you a licensee for items bearing trademarks, logos or other symbols of the

University?

If not, and if necessary, will you become a licensee upon award?

4.7 Do you agree to no minimum order quantity or dollar amount?

4.8 Do you certify that neither your organization nor your principals are presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction by any federal department or agency?

**Firm Prices**

5.1.1 Do you agree to firm prices as stated?

5.1.2 Do you agree with process and timeframe identified for accepting price increases?

5.2 Are you bidding all prices F.O.B. Destination, delivery charges and risk of loss borne

by the Contractor? (Be sure to read Section 5.1 carefully)

Country of Origin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shipping Point \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**-AND/OR-**

5.2 Are you bidding all prices F.O.B. Destination and Installed, delivery and installation charges

and risk of loss borne by the Contractor? (Be sure to read Section 5.1 carefully)

Country of Origin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shipping Point \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**-AND/OR-**

5.2Are you bidding all prices On Site Service? (Be sure to read Section 5.2 carefully)

5.4 Do you agree with the requirements for criminal background checks?

5.5 Can you meet delivery requirement?

If not, state delivery time \_\_\_\_ days After Receipt of Order (ARO).

5.5 State delivery time \_\_\_\_ days After Receipt of Order (ARO).

Will you notify ordering department of delays as stated?

5.7 Will you agree that all invoices will reflect prices established for items on this Contract

for all orders placed even though the Contract number and/or correct prices may not be

referenced on each order?

Will you accept orders placed using a Purchasing Card?

If **YES**, orders placed using a Purchasing Card must reflect current contract pricing.

Any fees charged for use of the University’s Purchasing Card program are not allowed.

5.9 Will you provide instructions on set-up and operation as required?

5.10 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage

as required in 5.10 **(and** **have you added) (and will you add) [AGENT: CHOOSE ONE]**  the

following language to the insurance certificate?:

*“The Board of Regents of the University of Wisconsin System, its officers, employees and agents” are added**as an ‘additional insured’ under the commercial general, automobile* ***(and Contractor’s)* [AGENT: CHOOSE]** *liability policies on any insurance certificate provided.*

5.12 Do you agree to subcontracting terms and conditions?

5.14 Can you report on items purchased on this contract if requested?

5.16 Do you agree to extending the contract to other:

University of Wisconsin System campuses?

State of Wisconsin Agencies?

Wisconsin Municipalities?

If **YES**, indicate whether other charges will be added and what those

charges would be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.18Have you documented exceptions in the formatrequested?

6.2.1 Will you honor manufacturer standard warranty?

If **YES**, have you enclosed standard warranty documents?

Warranty term: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.2.1 Do you agree to minimum warranty as stated?

6.2.2 Have you included the maintenance information and a sample maintenance contract form?

6.2.3 Will you use only manufacturer-trained personnel for this contract?

# of years experience? \_\_\_\_\_\_\_\_\_\_\_

6.3.1 Will you perform all maintenance or repair on site?

6.3.1 Will you provide in-store or depot repair service?

6.3.2 Will you have access to replacement parts within **(\_\_\_ hours) (\_\_\_days)**

**[AGENT: CHOOSE ONE]** to service all machines listed?

6.3.3 Will you service machine within \_\_\_\_\_ hours of initial call?

6.3.4 Will you provide all services within **(\_\_\_ weeks) (\_\_\_ hours) (\_\_\_days) [AGENT: CHOOSE ONE]**

of the initial call or provide a copy of a progress report of the status?

If unable to complete all services within **(\_\_\_ weeks) (\_\_\_ hours) (\_\_\_days) [AGENT: CHOOSE ONE]**

of the initial call, will you provide a copy of a progress report to the department?

6.3.5 Will you provide unlimited call-back maintenance service during normal business hours?

6.4 Will you provide a minimum of #\_\_\_\_\_ maintenance inspections per year?

6.5 Will you provide service during the hours of \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Monday through Friday, excluding holidays as normal business hours?

6.6 Will you provide Emergency service?

6.8 Are you able to provide the University with services on this bid in the event of a

major catastrophic emergency?

6.9 Will you agree to have all employees wear appropriate identification?

6.14 Have you identified products that are made of recycled products that use environmentally

friendly production methods, or that can be recycled at the end of their service life?

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# ATTACHMENT B: SPECIFICATIONS

**AGENT NOTE: There are examples in the “**[**Unique Clauses**](http://www.bussvc.wisc.edu/purch/contract/clauses/unique_clauses.html)**” folder for Specifications Table Header (RFB) for your use. Don’t forget to include an explanation of what you are requesting when choosing one of these options.**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | MEET SPECIFICATIONS | |
| ITEM | DESCRIPTION | YES | NO |
|  |  |  |  |

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# ATTACHMENT C: ITEMIZED BID LIST

Costs which are not specifically identified below will not be compensated under any Contract awarded pursuant to this RFB. **[AGENT: choose].**

**AGENT NOTE: Below statement should be included at the end of each lot.**

All non-listed, related items from manufacturer's catalog or product list are available at \_\_\_\_% discount. The current manufacturer’s catalog/price list is titled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and is dated \_\_\_\_\_\_\_ and/or numbered \_\_\_\_\_\_\_\_\_\_\_\_. (Attach additional pages as needed to identify all catalog and price lists and identify on the Itemized Bid List the discounts for each of the catalogs or price lists offered.) If more than one price column exists on the price list, Bidder must identify which column will be used as the "list price" from which the discount would be applied.

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**ATTACHMENT D – VENDOR INFORMATION FORM**

**VENDOR NOTE: BOTH PAGES OF THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE.**

1. **Company and Contact Information**

|  |  |
| --- | --- |
| **Company Name:** |  |
| **Company Website** |  |

**Contact for questions regarding this Bid**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Contract Renewals / Problems**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Sales Representative**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Ordering / Expediting**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Returns**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Invoice Information**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Affirmative Action (see Section 17 in** [**Standard Terms and Conditions**](http://www.bussvc.wisc.edu/purch/stdterms1.html)**)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Address: |  | | | | |
| City/State/Zip: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

**Supplier Diversity Reporting (see Section 2.10)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | | | |
| Address: |  | | | | |
| City/State/Zip: |  | | | | |
| Telephone: |  | Fax |  | Email |  |

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**VENDOR INFORMATION FORM CONT.**

2. In accordance with Wisconsin Statutes 560.035, 560.0335 and 560.036, indicate below if you are a Wisconsin certified Minority Business Enterprise (MBE), Work Center (WC),  Disabled Veteran-Owned Business (DVB) or Woman-owned Business Enterprise (WBE) (see websites:

<https://wisdp.wi.gov/Home.aspx>  or <http://stateuseprogram.wi.gov/section.asp?linkid=1424&locid=65>).

\_\_\_\_ Minority (MBE) \_\_\_\_ Work Center (WC) \_\_\_\_Disabled Veteran-Owned Business (DVB)

\_\_\_\_ Woman Owned Business Enterprise (WBE) \_\_\_ Not applicable

(If no answer is indicated above, we will assume that you are none of the above when making the award.)

3. **Pursuant to Public Law 95-507**, indicate which of the following classifications apply to your organization. All vendors are considered Large Business unless otherwise indicated (see website: [www.sba.gov/](http://www.sba.gov/)). (**Check √ all that apply**.)

\_\_\_\_\_\_\_\_\_\_\_\_ LARGE BUSINESS (LG)

\_\_\_\_\_\_\_\_\_\_\_\_ SMALL BUSINESS (SB)

\_\_\_\_\_\_\_\_\_\_\_\_ VETERAN OWNED SMALL BUSINESS (VOSB)

\_\_\_\_\_\_\_\_\_\_\_\_ SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)

\_\_\_\_\_\_\_\_\_\_\_\_ HISTORICALLY UNDER UTILIZED BUSINESS ZONE (HUBZONE)

\_\_\_\_\_\_\_\_\_\_\_\_ SMALL DISADVANTAGED BUSINESS (SDB)

\_\_\_\_\_\_\_\_\_\_\_\_ WOMAN-OWNED SMALL BUSINESS (WOSB)

4. **AMERICAN MADE:** **Wisconsin Statutes S. 16.754**, directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. “Substantially equal” means when bids are tied or proposal scores are equal. Indicate whether the material covered in your bid/proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

\_\_\_\_\_\_\_\_\_\_\_\_ YES \_\_\_\_\_\_\_\_\_\_\_\_ NO \_\_\_\_\_\_\_\_\_\_\_\_ UNKNOWN

5. **RECYCLED PRODUCTS/PACKAGING/DISPOSAL TECHNIQUES:** The University is committed to promote environmentally sound procurement, usage and disposal methods which are in compliance with State of Wisconsin County, and Municipal regulations. Currently the University has a recycling program for starch and Styrofoam packing peanuts. The University’s preference is to receive starch peanuts whenever possible. The Contractor shall not use INSTAPAK© (or similar), Vermiculite or mix starch and Styrofoampeanutsunder any circumstances. Each product shall be separately pre-packed in accordance with commercially accepted methods. Small products may be packaged in protective envelopes (Mail-Lite or Bubble-Jet packs).

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**ATTACHMENT E - CLIENT REFERENCE LIST**

1. Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone #: ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax/Internet address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2. Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone #: ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Description and date(s) of commodities and services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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3. Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone #: ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Description and date(s) of commodities and services provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**References may be contacted to confirm the Bidder’s abilities and qualifications as stated in the Bidder’s response. The University may perform due diligence by contacting any applicable business reference, including references from within the UW System. The University reserves the right to disqualify any Bidder whose references don’t support their stated claim of qualifications in their response.**

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# ATTACHMENT F: STANDARD TERMS AND CONDITIONS

1.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessaryto establish equivalency. The UW-Madison shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates which may result in rejection of their bid/proposal.

2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. Each deviation and exception must be identified by the section, page and paragraph to which it applies. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.

3.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the University.

4.0 **QUANTITIES:**  The quantities shown on this request are based on estimated needs. The University reserves the right to increase or decrease quantities to meet actual needs.

5.0 **PRICING AND DISCOUNT:** The University qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

5.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on therequestor contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

5.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the University thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

5.3 In determination of award, discounts for early payment will only be considered when all other conditions are equaland when payment terms allow atleast fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

6.0 **UNFAIR SALES ACT:** Prices quoted to the University are not governed by the Wisconsin Unfair Sales Act.

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

8.0 **ORDERING:** Purchase orders or releases via purchasingcards shall be placed directly to the Contractor by University. No otherpurchase orders are authorized.

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

9.1 Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing. Invoice payment processing address is shown on the upper left corner of the purchase order. Send invoices to the Accounts Payable address on the purchase order. Do not send invoices to the ship to address.

9.2 Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.

9.3 Bidders/proposers shall include discounts for early payment (See 5.3) as a percent reduction of invoice. Invoice discounts shall be determined, where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

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9.4 Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

9.5 Payment terms and invoicing for purchasing card will be made in accordance with the purchasing card contact.

10.0 **TAXES:** The University, an agency of the State of Wisconsin, is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Department of Revenue of the State of Wisconsin does not issue a tax exempt number; however, University is exempt from State of Wisconsin sales or use tax under s.77.54(9a)(a). Registration No. 39-73-1021-K, was issued by the Internal Revenue Service to authorize tax-free transactions under Chapter 32 of the Internal Revenue Code.

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

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

12.0 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as aresult of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University.

13.0 **APPLICABLE LAW AND COMPLIANCE:** This Agreement shall be construed under the laws of the State of Wisconsin. Jurisdiction and venue for any disputes under this Agreement shall be in Dane County, Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

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

15.0 **ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the University.

16.0 **DISPUTES:** Disputes should be addressed to the University Purchasing Office, Director of Purchasing Services, 21 N Park St, Suite 6101, Madison, WI 53715 1218.

17.0 **NONDISCRIMINATION/ AFFIRMATIVE ACTION:**

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

17.2 Contracts estimated to be overfifty thousand dollars ($50,000) require the submission ofa written affirmative action plan by the Contractor**.** An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the Contractor must submit the plan to the contracting state agency for approval**.** Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

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

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

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17.5 To the extent required by law, 41 CFR 60-1.4(a) and (b) are incorporated by reference in these Standard Terms and Conditions. Additionally, theContractor certifies compliance with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. The Contractor further agrees toobtain identical certifications from any subcontractors prior to the award of a subcontract exceeding $25,000 which is not exempt and will retain such certification for audit purposes.

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

19.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the University must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

20.0 **MATERIAL** **SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy to UW Safety Department, 30 East Campus Mall, Madison WI 53715-2609.

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

22.0 **INSURANCE** **RESPONSIBILITY:** The Contractor performingservices to the University shall:

22.1Maintainworker's compensation insurance as requiredby Wisconsin Statutes for all employees engaged in the work.

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

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

22.4 Upon request by the University, the Contractor is required to provide a Certificate of Insurance, from an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60 day cancellation notice is desired.

23.0 **CANCELLATION:**  The University reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this contract.

24.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

25.0 **OMNIBUS RECONCILIATION ACT:** (Public Law 96-499) To the extent required by law, if this contract is for acquisition of services with a cost or value of $25,000 or more within any 12-month period, including contracts for both goods and services in which the services component is worth $25,000 or more within any 12-month period, the Contractor shall in accordance with 42 C.F.R., Part 420, Section 1861 of the Omnibus Reconciliation Act of 1980 (P.L. 96499) and permit the comptroller general of the United States, the United States Department of Health and Human Services, and their duly authorized representatives, access to the Contractor's books, documents and records until the expiration date of four (4) years after the approval of procurement activities.

26.0 **PUBLIC RECORDS ACCESS:** It is the intention of University to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

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27.0 **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented by Contractor. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Informa­tion form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 **DISCLOSURE:** If a state public official (s. 19.42, Wisconsin Statutes), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 E. Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employees and certain University faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 **ANTI-KICKBACK ACT of 1986:** (41 USC 51 et. seq): To the extent required by law, the officer or employee responsible for submitting this bid shall certify, in accordance with 48 CFR 52.203-7, to the best of theirknowledge, that they haveno information concerning the violation of the Anti- Kickback Act in connection with the submitted bid**/**proposal. Signing the bid/proposal with a false statement shall void the submitted bid/proposal and any resulting contract(s).

30.0 **RECYCLED MATERIALS:** The University is required to purchase products incorporatingrecycled materials whenever technically or economically feasible. Bidders/proposers are encouraged to bid/propose products with recycled content which meet specifications**.**

31.0 **HOLD HARMLESS:** The Contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its Contractors, in prosecuting work under this agreement.

32.0 **PROMOTIONAL ADVERTISING/NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies (University) or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the University. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

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

1. **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
2. **FORCE MAJEURE:**  Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

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1. **WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
2. **CHILD ABUSE NOTIFICATION:** Contractor, per Executive Order 54, is required to make a report of child abuse or neglect **immediately** if, in the course of service, the Contractor observes or learns of an incident or threat of child abuse or neglect, and the Contractor has reasonable cause to believe that child abuse or neglect has occurred or will occur.

A report must be made personally or by telephone to UWPD.

Reports are to be made to: ***Emergency Phone Number:***  911.

***Non-Emergency Phone Numbers:*** UW Police Department608-264-2677.

38.0 **RELEASE OF INFORMATION:** Contractor shall not report or release information concerning University of Wisconsin System or its campuses students, employees or customers to third parties without the University’s prior written approval. Any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach-Bliley Act, 15 USC 6801 et seq., University standards for safeguarding such information, and all other applicable laws regarding consumer privacy.

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**ATTACHMENT G - APPLICABLE FEDERAL RULES**

**COMPLIANCE WITH LAWS:**

The preferred vendor shall warrant and certify that in the performance of the resultant agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment. All materials, equipment, and supplies provided to the members must comply fully with all safety requirements, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

**DEBARMENT:**

Federal Executive Order (E.O.) 12549 “Debarment“ requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](https://www.sam.gov/portal/public/SAM/) and <https://acquisition.gov/far/index.html> see section 52.209-6.

**DEVELOPMENT OF DISADVANTAGED SUPPLIERS:**

The University is committed to encouraging the development of minority, women-owned, and otherwise small and disadvantaged businesses. The selected preferred vendor shall make effort to subcontract with minority, women-owned and otherwise small and disadvantaged businesses. A yearly report will be required indicating the extent of effort and members’ participation. The report will be in a format acceptable to University.

**GENERAL PROVISIONS AND CERTIFICATIONS FOR GOVERNMENT CONTRACTS:**

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. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which solicitation or purchase order is issued, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said version is incorporated herein. 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 or subcontract, 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 Seller, the legal entity which contracts with the University under any solicitation or purchase order, in such manner as is necessary to reflect the position of Seller as a Supplier to the University, Buyer and legal entity issuing a solicitation or purchase order; to insure Seller’s obligations to the University and the United States Government; and to enable the University to meet its obligations under its prime contract or subcontract.

The clauses incorporated by reference may be found in the Federal Acquisition Regulations (FAR), the DOD Federal Acquisition Regulation Supplement (DFARS), or the Code of Federal Regulations (CFR). Copies may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, or see the following websites for more information: <http://farsite.hill.af.mil/VFFARA.HTM> (click “**FARSEARCH**” tab) <http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> or <http://www.acq.osd.mil/dpap/dars/dfars/html/r20110916/tochtml.htm>.

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**FAR CLAUSES**

52.202-1 Definitions (Jan 2012)

52.204-2 Security Requirements (Aug 1996) (Alt. I) (Apr 1984)

52.204-7 Central Contractor Registration (Aug 2012)

52.211-5 Material Requirement (Aug 2000)

52.211-15 Defense Priority and Allocation Requirements (Apr 2008)

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)

52.227-10 Filing of Patent Applications – Classified Subject Matter (Dec 2007)

52.227-11 Patent Rights - Ownership by Contractor (Dec 2007)

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)

CFR: 2 CFR 215 Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

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**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)

52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010)

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

By submitting a signed proposal or quotation in response to the University’s solicitation, the supplier is providing a negative assurance in accordance with FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. Certification in paragraph (a) of this clause is material representation of fact upon which reliance is placed when making any resulting award.

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)

52.222-37 Employment Reports on Veterans (Sep 2010)

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

By submitting a signed proposal or quotation in response to the University’s solicitation, the supplier is providing positive assurance to the best of his or her knowledge and belief that on or after December 23, 1989:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any resulting purchase order; and
3. He or she will include the language in this assurance in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and provide disclosure accordingly.

Assurance and disclosure by submission of your signed proposal is a prerequisite for making or entering into any resulting purchase order imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000, for each such failure.

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)

52.215-2 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)

52.222-35 Equal Opportunity for Veterans (Sep 2010)

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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**

52.219-9 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)

**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